

United States Treaties and Other International Agreements



VOLUME 16

IN TWO PARTS

Part 2

1965

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by authority of law (1 U.S.C. §112a)
under the direction
of the Secretary of State*

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

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

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**MULTILATERAL
South Pacific Commission**

*Agreement amending the agreement of February 6, 1947, as
amended.*

**Done at London October 6, 1964;
Entered into force July 15, 1965.**

AGREEMENT AMENDING THE AGREEMENT ESTABLISHING THE SOUTH PACIFIC COMMISSION

The Governments of Australia, the French Republic, New Zealand, the United Kingdom of Great Britain and Northern Ireland, and the United States of America;

Desiring to provide for the accession of the Independent State of Western Samoa and the possible accession of other States to the Agreement establishing the South Pacific Commission, opened for signature at Canberra on 6th February, 1947,^[1] (hereinafter referred to as "the Agreement") as amended by agreements signed at Noumea on 7th November, 1951,^[2] and Canberra on 5th April, 1954;^[3]

Considering that the Kingdom of the Netherlands has withdrawn from the Agreement pursuant to Article XIX, paragraph 62, thereof;

Have agreed as follows:—

ARTICLE I

The preamble to the Agreement is amended by deleting therefrom the words "the Kingdom of the Netherlands".

ARTICLE II

Article II, paragraph 2, of the Agreement is amended to read as follows:

"2. The territorial scope of the Commission shall comprise:

- (a) all those territories in the Pacific Ocean which are administered by the participating Governments and which lie wholly or in part south of the Equator and east from and including the Australian territory of Papua and the Trust Territory of New Guinea; and Guam and the Trust Territory of the Pacific Islands; and
- (b) all the territory of any State, the Government of which accedes to this Agreement pursuant to the provisions of Article XXI, paragraph 66."

ARTICLE III

The first sentence of Article III, paragraph 4, of the Agreement is deleted.

ARTICLE IV

The first sentence of Article IV, paragraph 6, of the Agreement is deleted and the following sentence is substituted in lieu thereof:

"The Commission shall be a consultative and advisory body to the participating Governments in matters affecting the economic and social development of the territories within the scope of the Commission and the welfare and advancement of their peoples."

¹ TIAS 2317; 2 UST 1787.

² TIAS 2458; 3 UST (pt. 2) 2851.

³ TIAS 2952; 5 UST 639.

**ACCORD PORTANT MODIFICATION DE LA CONVENTION
CREANT LA COMMISSION DU PACIFIQUE SUD**

Les Gouvernements de l'Australie, de la République Française, de la Nouvelle-Zélande, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et des Etats-Unis d'Amérique,

Désireux de prendre des dispositions en vue de l'accession de l'Etat indépendant des Samoa Occidentales et éventuellement d'autres Etats à la Convention établissant la Commission du Pacifique Sud, ouverte à la signature le 6 Février 1947 à Canberra (désignée ci-après sous le terme de "la Convention") et modifiée par des accords signés à Nouméa le 7 Novembre 1951 et à Canberra le 5 Avril 1954,

Considérant que le Royaume des Pays-Bas s'est retiré de la Convention conformément à l'article XIX, paragraphe 62 de ladite Convention,

Sont convenus de ce qui suit:

ARTICLE I

Le préambule de la Convention est modifié par la suppression des mots : "du Royaume des Pays-Bas".

ARTICLE II

L'article II, paragraphe 2 de la Convention est modifié comme suit:

"2. La compétence territoriale de la Commission s'étendra :

- (a) sur tous les territoires de l'Océan Pacifique qui sont administrés par les Gouvernements-membres et qui sont situés en totalité ou en partie au sud de l'Equateur et à l'est du territoire australien de Papouasie et du territoire sous tutelle de Nouvelle-Guinée, y compris sur ces deux territoires ainsi que sur Guam et sur le territoire sous tutelle des Iles du Pacifique; et
- (b) sur l'ensemble du territoire de tout Etat dont le Gouvernement accèdera à la présente Convention conformément aux dispositions de l'article XXI, paragraphe 66".

ARTICLE III

La première phrase de l'article III, paragraphe 4 de la Convention est supprimée.

ARTICLE IV

La première phrase de l'article IV, paragraphe 6 de la Convention est supprimée et remplacée par la phrase ci-après :

"La Commission sera un organisme consultatif chargé de donner des avis aux Gouvernements-membres sur les questions touchant le développement économique et social des territoires relevant de la compétence de la Commission et le bien-être et le progrès de leur population".

ARTICLE V

Article V, paragraph 14, of the Agreement is deleted and the following provisions are substituted in lieu thereof:

“14. The decisions of the Commission shall be taken in accordance with the following rules:

- (a) each of the participating Governments shall have the number of votes set out below. Each participating Government shall transfer one of its votes to the Government of each territory which shall cease to be administered by it and shall be admitted to the Commission as a participating Government.

<i>Australia</i>	5 votes
(in respect of itself and its territories)	
<i>The French Republic</i>	4 votes
(in respect of itself and its territories)	
<i>New Zealand</i>	4 votes
(in respect of itself and its territories)	
<i>The United Kingdom</i>	4 votes
(in respect of itself and its territories)	
<i>The United States</i>	4 votes
(in respect of itself and its territories)	
<i>Western Samoa</i>	1 vote
(if it accedes to this Agreement) [¹]	

The number of votes assigned to each of the participating Governments and the total number of votes may be altered by the unanimous agreement of the participating Governments;

- (b) only senior Commissioners shall be entitled to cast the votes referred to in sub-paragraph (a) of this paragraph;
- (c) procedural matters shall be decided by a majority of votes cast;
- (d) decisions on budgetary or financial matters which may involve a financial contribution by the participating Governments (other than a decision to adopt the annual administrative budget of the Commission) shall require the concurring votes of all the senior Commissioners;
- (e) decisions on all other matters (including a decision to adopt the annual administrative budget of the Commission) shall be taken by two-thirds of all the votes referred to in sub-paragraph (a) of this paragraph.”

ARTICLE VI

Article XIV, paragraph 49, of the Agreement is deleted and the following provision is substituted in lieu thereof:

“49. The expenses of the Commission and its related bodies shall be apportioned among the participating Governments in such manner as the participating Governments may unanimously determine.”

¹ Accession deposited July 17, 1965.

ARTICLE V

L'article V, paragraphe 14 de la Convention est supprimé et remplacé par les dispositions suivantes :

“ 14. Les décisions de la Commission seront prises conformément aux règles suivantes :

(a) chacun des Gouvernements-membres disposera du nombre de voix fixé ci-après. Chaque Gouvernement-membre transférera une de ses voix au Gouvernement de tout territoire qui, cessant d'être soumis à son administration, sera admis à la Commission en qualité de Gouvernement-membre :

<ul style="list-style-type: none"> — <i>Australie</i> (pour elle-même et ses territoires) — <i>République Française</i> (pour elle-même et ses territoires) — <i>Nouvelle-Zélande</i> (pour elle-même et ses territoires) — <i>Royaume-Uni</i> (pour lui-même et ses territoires) — <i>Etats-Unis</i> (pour eux-mêmes et leurs territoires) — <i>Samoa Occidentales</i> (si elles adhèrent à la Convention) 	5 voix 4 voix 4 voix 4 voix 4 voix 1 voix
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Le nombre de voix attribué à chaque Gouvernement-membre et le nombre total des voix pourront être modifiés d'un commun accord entre tous les Gouvernements-membres;

- (b) seuls les Premiers Commissaires seront habilités à exercer les droits de vote prévus à l'alinéa (a) du présent paragraphe;
- (c) les questions de procédure seront réglées à la majorité des suffrages exprimés;
- (d) les décisions en matière budgétaire ou financière susceptibles d'impliquer une contribution financière de la part des Gouvernements-membres (à l'exception des décisions portant adoption du budget administratif annuel de la Commission) exigeront les votes unanimes de tous les Premiers Commissaires;
- (e) les décisions en toutes autres matières (y compris les décisions portant adoption du budget administratif annuel de la Commission) seront prises à la majorité des deux tiers des voix prévues à l'alinéa (a) du présent paragraphe.”

ARTICLE VI

L'article XIV, paragraphe 49 de la Convention est supprimé et remplacé par la disposition suivante :

“ 49. Les dépenses de la Commission et de ses organismes auxiliaires seront réparties entre les Gouvernements-membres dans les conditions que ceux-ci fixeront à l'unanimité ”.

ARTICLE VII

Article XXI of the Agreement is amended as follows:

(a) The words "the Kingdom of the Netherlands" are deleted from paragraph 65.

(b) A new paragraph 66 is inserted to read as follows:

"66. The Government of the Independent State of Western Samoa and the Government of any independent State all the territory of which is, immediately prior to independence, within the territorial scope of the Commission as defined in Article II may accede to this Agreement, if it is invited to do so by all the participating Governments, by depositing an instrument of accession with the Government of Australia. This Agreement shall enter into force for each acceding Government upon the date of the deposit of its instrument of accession. Such Government shall thereupon be deemed a participating Government for the purposes of this Agreement other than those specified in Article XIX, paragraph 62. The Government of Australia shall notify the participating Governments of the date of deposit of each instrument of accession to this Agreement."

(c) Existing paragraphs 66 and 67 are re-designated as 67 and 68 respectively.

ARTICLE VIII

Only the English and French texts of the Agreement and of the agreements amending it shall be regarded as authentic.

ARTICLE IX

The Governments of Australia, the French Republic, New Zealand, the United Kingdom of Great Britain and Northern Ireland, and the United States of America shall become parties to this Agreement by (a) signature without reservation, or (b) signature *ad referendum* and subsequent acceptance. Acceptance shall be notified to the Government of Australia. This Agreement shall enter into force when all the above-mentioned Governments have become parties to it.

ARTICLE VII

L'article XXI de la Convention est modifié comme suit:

- (a) les mots "du Royaume des Pays-Bas" sont supprimés du paragraphe 65;
- (b) il est inséré un nouveau paragraphe 66 conçu comme suit:

"66. Le Gouvernement de l'Etat indépendant des Samoa Occidentales et le Gouvernement de tout Etat indépendant dont l'ensemble du territoire était situé immédiatement avant l'indépendance dans la compétence territoriale de la Commission, telle qu'elle est définie à l'article II, pourra, s'il y est invité par tous les Gouvernements-membres, devenir partie à la présente Convention en déposant un instrument d'adhésion auprès du Gouvernement de l'Australie. La Convention entrera en vigueur pour tout Gouvernement faisant ainsi acte d'adhésion à la date du dépôt de son instrument d'adhésion. Après quoi ce Gouvernement sera considéré comme un Gouvernement-membre aux fins de la présente Convention à l'exception de celles qui sont spécifiées à l'article XIX, paragraphe 62. Le Gouvernement de l'Australie notifiera aux Gouvernements-membres la date de dépôt de chaque instrument d'adhésion à la présente Convention."

- (c) les paragraphes qui portaient jusqu'ici les numéros 66 et 67 recevront respectivement les numéros 67 et 68.

ARTICLE VIII

Seuls les textes français et anglais de la Convention et des accords la modifiant feront foi.

ARTICLE IX

Les Gouvernements de l'Australie, de la République Française, de la Nouvelle-Zélande, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et des Etats-Unis d'Amérique deviendront parties au présent Accord par voie de (a) signature sans réserve ou (b) signature *ad referendum* et approbation subséquente. L'approbation sera notifiée au Gouvernement de l'Australie. Le présent Accord entrera en vigueur lorsque tous les Gouvernements sus-mentionnés seront devenues parties à l'Accord.

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

Done at London this 6th day of October, 1964, in the English and French languages, each equally authentic, the original of which shall be deposited in the archives of the Government of Australia. The Government of Australia shall transmit certified copies thereof to all other signatory Governments and to the Government of Western Samoa.

En foi de quoi les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé le présent Accord.

Fait à Londres le 6 Octobre 1964 en langue française et anglaise, les deux textes faisant également foi. L'original sera déposé aux archives du Gouvernement de l'Australie qui en transmettra des copies certifiées conformes à tous les autres Gouvernements signataires et au Gouvernement des Samoa Occidentales.

For the Government of Australia:

Pour le Gouvernement de l'Australie:

E. J. HARRISON

For the Government of the French Republic:

Pour le Gouvernement de la République Française:

ad referendum [¹]

G. DE COURCEL

For the Government of New Zealand:

Pour le Gouvernement de la Nouvelle-Zélande:

T. L. MACDONALD

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

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

R. A. BUTLER

For the Government of the United States of America:

Pour le Gouvernement des Etats-Unis d'Amérique:

DAVID K. E. BRUCE

¹ Acceptance deposited July 15, 1965.

Certified a true copy of the Agreement concluded at London on the sixth day of October, 1964, amending the Agreement establishing the South Pacific Commission.

[SEAL]

Dated this thirteenth day of November, 1964.

A. H. BODY
*Legal Adviser, Department of
External Affairs, Canberra.*

INDIA

Agricultural Commodities

Agreement amending the agreement of September 30, 1964, as amended.

Effectuated by exchange of notes

Signed at New Delhi July 26, 1965;

Entered into force July 26, 1965.

The American Chargé d'Affaires ad interim to the Indian Additional Secretary, Department of Economic Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
New Delhi, July 26, 1965

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 India dated September 30, 1964,[¹] as amended, and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$269.53 million to \$328.33 million, and increase the total value from \$426.70 million to \$485.50 million.

2. Rerumber Paragraph 3, Article I, to Paragraph 4 and insert a new paragraph 3 to read as follows:

“3. The Government of the United States of America will finance ocean transportation costs of \$58.8 million worth of wheat added by amendment to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of such wheat be transported in United States flag vessels. The balance of the transportation cost for such wheat required to be carried in United States flag vessels shall be paid in dollars by the Government of India. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of India will open a letter of credit, in dollars, for the estimated cost of ocean transportation of such wheat carried in United States flag vessels.”

¹ TIAS 5669, 5729, 5793; 15 UST 1941, 2393; *ante*, p. 664; also TIAS 5875, 5895, 5913; *post*, pp. 1257, 1707, 1833.

3. In Paragraph A, Article II, substitute "11.2 percent" for "10 percent" and substitute "\$2.6 million" for "two (2) million dollars."

4. In Paragraph B, Article II, delete "10 percent" and insert "9.4 percent."

5. In Paragraph C, Article II, delete "80 percent" and insert "79.4 percent."

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B (4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$8.524 million" and insert "\$9.710 million."

This proposal is made on the understanding that, in addition to purchases under terms of this amendment, the Government of India will procure and import with its own resources from the United States and countries friendly to the United States during United States Fiscal Year 1966, 200,000 metric tons of wheat. If deliveries under this amendment extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time that request for extension of deliveries is made.

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.

JOSEPH N. GREENE
Chargé d'Affaires ad interim

His Excellency

P. GOVINDAN NAIR,
Additional Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

*The Indian Additional Secretary, Department of Economic Affairs,
to the American Chargé d'Affaires ad interim*

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS,
New Delhi, dated 26th July, 1965.

Additional Secretary

EXCELLENCY:

I have received your note dated 26th July, 1965, reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964, as amended, and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$269.53 million to \$328.33 million, and increase the total value from \$426.70 million to \$485.50 million.
 2. Renumber Paragraph 3, Article I, to Paragraph 4 and insert a new paragraph 3 to read as follows:

“3. The Government of the United States of America will finance ocean transportation costs of \$58.8 million worth of wheat added by amendment to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of such wheat be transported in United States flag vessels. The balance of the transportation cost for such wheat required to be carried in United States flag vessels shall be paid in dollars by the Government of India. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of India will open a letter of credit, in dollars, for the estimated cost of ocean transportation of such wheat carried in United States flag vessels.”
 3. In Paragraph A, Article II, substitute “11.2 percent” for “10 percent” and substitute “\$2.6 million” for “two (2) million dollars.”
 4. In Paragraph B, Article II, delete “10 percent” and insert “9.4 percent.”
 5. In Paragraph C, Article II, delete “80 percent” and insert “79.4 percent.”
 6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.
 7. Article II, Subparagraph B (4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$8.524 million" and insert "\$9.710 million."

This proposal is made on the understanding that, in addition to purchases under terms of this amendment, the Government of India will procure and import with its own resources from the United States and countries friendly to the United States during United States Fiscal Year 1966, 200,000 metric tons of wheat. If deliveries under this amendment extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time that request for extension of deliveries is made.

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 foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

P. GOVINDAN NAIR

(P. Govindan Nair)

Additional Secretary to the Government of India.

His Excellency,

JOSEPH N. GREENE, Jr.,

Charge d'Affaires,

Embassy of the United States

of America,

New Delhi

UPPER VOLTA

Investment Guaranties

*Agreement effected by exchange of notes
Signed at Ouagadougou June 18, 1965;
Entered into force June 18, 1965.*

The American Ambassador to the Upper Volta Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Ouagadougou, June 18, 1965.

No. 117

EXCELLENCY,

I have the honor to refer to various notes exchanged and to conversations which have taken place between your Ministry and this Embassy relating to investments in the Republic of Upper Volta which further the development of the economic resources and productive capacities of the Republic of Upper Volta and to guaranties of such investments by the Government of the United States of America. I refer particularly to your Ministry's note No. 0658 of March 3, 1965, [^] informing this Embassy that the Council of Ministers of the Republic of Upper Volta had approved the proposed Investment Guaranty Agreement between our two Governments.

I therefore have the honor to confirm the following understandings reached as a result of the aforementioned notes and conversations:

1. The Government of the United States of America and the Government of the Republic of Upper Volta shall, upon the request of either Government, consult concerning investments in the Republic of Upper Volta 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 the Republic of Upper Volta unless the Government of the Republic of Upper Volta 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 the Republic of Upper Volta, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in the Republic of Upper Volta or

¹ Not printed.

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 the Republic of Upper Volta, the Government of the Republic of Upper Volta shall recognize such transfer as valid and effective.

4. Lawful currency of the Republic of Upper Volta, 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 guaranty shall be accorded treatment by the Government of the Republic of Upper Volta with respect to exchange, repatriation or use thereof, not less favorable 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 the Republic of Upper Volta.

5. Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of the Republic of Upper Volta 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 the Republic of Upper Volta, 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.

THOMAS S. ESTES

His Excellency

LOMPOLO KONÉ,

Minister of Foreign Affairs

of the Republic of Upper Volta

Ouagadougou.

The Upper Volta Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DE HAUTE-VOLTA

Ministère des Affaires Etrangères

- Cabinet du Ministre -

N° 1718 A.ET/SG

OUAGADOUGOU, le 18 Juin 1965

Monsieur THOMAS S. ESTES,

*Ambassadeur des Etats-Unis d'Amérique en
Haute-Volta**- Ouagadougou -*

MONSIEUR L'AMBASSADEUR,

Par note N° 117 du 18 Juin 1965, vous avez bien voulu me faire savoir ce qui suit:

"EXCELLENCE,

J'ai l'honneur de me référer aux différentes notes échangées et aux conversations qui ont eu lieu entre votre Ministère et cette Ambassade au sujet des investissements en République de Haute-Volta qui accélèrent le développement des ressources économiques et de la capacité de production de la République de Haute-Volta et au sujet de l'émission de garanties de ces investissements par le Gouvernement des Etats-Unis d'Amérique. Je me réfère particulièrement à la note de votre Ministère N° 0658, du 3 Mars 1965, qui informait cette Ambassade que le Conseil des Ministres de la République de Haute-Volta avait approuvé le projet d'Accord de Garantie d'Investissement entre nos deux Gouvernements.

Par conséquent, j'ai l'honneur de confirmer les arrangements suivants qui sont le résultat de ces notes et conversations:

1.- le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Haute-Volta se consulteront, à la requête de l'un ou de l'autre d'entre eux, au sujet d'investissements en République de Haute-Volta à l'égard desquels des garanties pourraient être données par le Gouvernement des Etats-Unis d'Amérique.

2.- Le Gouvernement des Etats-Unis d'Amérique ne garantira aucun investissement en République de Haute-Volta à moins que le Gouvernement de la République de Haute-Volta n'approuve l'activité sur laquelle porte cet investissement et ne reconnaîsse au Gouvernement des Etats-Unis d'Amérique le droit de garantir un tel investissement.

3.- Si une personne ayant effectué un investissement transfère au Gouvernement des Etats-Unis d'Amérique, en vertu d'une garantie de cet investissement, (a) des montants en devises légales, y compris les crédits en devises légales de la République de Haute-Volta, (b) toutes réclamations ou droits existant ou pouvant survenir du fait de ses activités en République de Haute-Volta ou du fait de circonstances l'habilitant à recevoir un paiement au titre de la garantie d'investissement, ou (c) le tout ou une partie de l'intérêt de la personne ayant effectué un investissement dans une propriété (immobilière ou

mobilière, tangible ou intangible) située en République de Haute-Volta, le Gouvernement de la République de Haute-Volta reconnaîtra ce transfert comme une opération valable et réelle.

4.— Les devises légales de la République de Haute-Volta, y compris les crédits en devises légales, acquis par le Gouvernement des Etats-Unis d'Amérique en vertu d'un transfert de devise ou d'une vente de propriété transférée au titre d'une garantie d'investissement, recevront de la part du Gouvernement de la République de Haute-Volta, en ce qui concerne leur échange, leur rapatriement ou leur utilisation, un traitement qui ne sera pas moins favorable que celui accordé à des fonds appartenant à des ressortissants des Etats-Unis d'Amérique qui proviennent d'activités semblables à celles de la personne ayant effectué des investissements, et ces devises pourront en tout cas être utilisées par le Gouvernement des Etats-Unis d'Amérique pour toutes dépenses en République de Haute-Volta.

5.— Tout litige concernant l'interprétation ou l'application des dispositions du présent accord, ou toute réclamation contre le Gouvernement de la République de Haute-Volta à laquelle le Gouvernement des Etats-Unis d'Amérique peut succéder en sa qualité de bénéficiaire d'un transfert, ou en conséquence d'un paiement au titre d'une garantie d'investissement, seront l'objet de négociations entre les deux Gouvernements, à la demande de l'un ou l'autre d'entre eux, et seront réglés dans toute la mesure du possible par ces négociations, si les deux Gouvernements ne parviennent pas à régler un tel litige ou une telle réclamation par un accord, le litige ou la réclamation seront envoyés, sur l'initiative de l'un ou l'autre Gouvernements, à un arbitre unique, choisi d'un commun accord, pour une décision définitive et obligatoire en fonction des principes de droit international applicables. Si les deux Gouvernements ne parviennent pas à choisir un arbitre dans un délai de trois mois après que l'un ou l'autre des Gouvernements ait manifesté son désir d'avoir recours à l'arbitrage, le Président de la Cour Internationale de Justice nommera l'arbitre à la requête de l'un ou l'autre Gouvernement.

Sur réception d'une note de Votre Excellence indiquant que les dispositions qui précédent ont reçu l'agrément du Gouvernement de la République de Haute-Volta, 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 faire part de l'accord de mon Gouvernement.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma haute considération.



Translation

REPUBLIC OF UPPER VOLTA
Ministry of Foreign Affairs
Office of the Minister

No. 1718 A.ET/SG

OUAGADOUGOU, June 18, 1965

Mr. THOMAS S. ESTES,
*Ambassador of the
United States of America
in Upper Volta,
Ouagadougou.*

MR. AMBASSADOR:

In note No. 117 of June 18, 1965, you were good enough to inform me as follows:

[For the English language text of the note, see *ante*, p. 1068.]

I have the honor to inform you of my Government's acceptance of the foregoing provisions.

Accept, Mr. Ambassador, the assurances of my high consideration.

[SEAL] LOMPOLO KONÉ¹
Lompolo Koné

GUINEA

Defense: Equipment, Materials and Services

Agreement effected by exchange of notes

Signed at Conakry June 29, 1965;

Entered into force June 29, 1965.

*The American Ambassador to the Guinean Minister of National Defense
and Security*

AMERICAN EMBASSY,
CONAKRY, GUINEA,
June 29, 1965.

EXCELLENCY:

I have the honor to refer to conversations between representatives of our two governments concerning the furnishing of assistance by the Government of the United States of America to the Government of Guinea for the purpose of promoting the defense of Guinea by increasing the productive capability of the Army of Guinea and thereby raising its economic potential. In this regard, I propose the following understanding:

1. Construction and maintenance equipment, as well as related materials and services, will be furnished for the above-mentioned purpose subject to the terms and conditions of applicable laws and regulations in force in Guinea and in the United States, and to such other conditions as may be specified in arrangements between representatives of our two Governments. With respect to the construction and maintenance equipment provided by the Government of the United States in connection with the construction of the Kamsar-Boke-Boffa-Conakry road, the Government of Guinea will, to the extent it can, provide the materials and supplies for the operation and maintenance of such construction and maintenance equipment and, where necessary, meet such requirements as part of the AID-financed Commodity Import program. The equipment and materials to be provided under this agreement shall not be used for any purpose other than the construction and maintenance of roads in Guinea. They will not be transferred to nor used by any third party, who is not an officer, employee or agent of the Government of Guinea without the prior consent of the United States Government. The Government

of Guinea will provide the security and protection of this equipment, materials and services.

2. At the request of the United States representatives, the Government of Guinea will permit the United States representatives to observe the progress of the assistance furnished pursuant to the agreement. The Government of Guinea will furnish all necessary information for this purpose.

3. The Government of Guinea shall offer to return to the United States Government the military equipment and materials furnished by the United States Government hereunder when the Government of Guinea determines that they are no longer required for the purposes for which they were originally made available, namely, to increase the productive capability of the Army of Guinea and thereby to raise its economic potential.

4. To enable the Government of the United States to discharge its responsibilities hereunder, the Government of Guinea will receive a United States mission of military or civilian technicians under terms and conditions agreed by representatives of both governments. The Government of Guinea will accord to the mission its full cooperation.

5. The Government of Guinea will grant freedom from duties and any other charges on the importation or exportation of, and exemption from internal taxes and any other internal charges upon products, property, materials, and/or equipment imported into its territory in connection with this agreement.

I have the honor to propose that, if these understandings are acceptable to the Government of Guinea, the present note and your note in reply concurring therein shall constitute an agreement between our two governments, which shall enter into force on the date of your note.

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

JAMES I. LOEB

James I. Loeb
American Ambassador

The Honorable

FODEBA KEITA,

Minister of National Defense and Security,
Conakry.

Accord du Gouvernement Guinéen
Le Ministre de la Défense Nationale
et de la Sécurité



The Guinean Minister of National Defense and Security to the American Ambassador

CONAKRY, le 29 juin 1965.

REFERENCE: Votre lettre du 29 juin 1965.

EXCELLENCE:

Vous référant aux conversations qui ont eu lieu entre les représentants de nos gouvernements, vous avez bien voulu, par lettre citée en référence, me faire parvenir, pour approbation, un Projet d'Accord relatif à l'assistance militaire que pourrait fournir à la République de Guinée le Gouvernement des Etats-Unis d'Amérique.

J'ai l'honneur de vous faire connaître que le Projet d'Accord tel qu'il est libellé dans votre lettre ci-dessus référencée, recueille l'agrément de mon Gouvernement, à savoir:

1. L'équipement de construction et d'entretien ainsi que le matériel et les services s'y rapportant seront fournis dans le but mentionné ci-dessus sous réserve des modalités prescrites par les lois et règlements en vigueur en Guinée et aux Etats-Unis, et de toutes autres conditions qui pourraient être spécifiées dans les accords conclus entre les représentants de nos deux Gouvernements. En ce qui concerne l'équipement de construction et d'entretien fournis par le Gouvernement des Etats-Unis pour la construction de la route Kamsar-Boffa-Boké-Conakry, le Gouvernement Guinéen fournira dans la mesure de ses possibilités le matériel et les fournitures nécessaires au fonctionnement et à l'entretien de cet équipement de construction et d'entretien, et si celà s'avère nécessaire, fera face à ces besoins dans la cadre du programme d'importation financé par l'A.I.D. L'équipement et le matériel qui seront livrés en vertu de cet accord ne seront utilisés à aucune autre fin que la construction et l'entretien des routes en Guinée. Ils ne seront cédés à aucune autre personne, ni utilisés par un tiers qui ne soit un militaire, un fonctionnaire ou un employé de la République de Guinée, sans l'autorisation préalable du Gouvernement des Etats-Unis. Le Gouvernement de la Guinée veillera, à la sécurité et à la protection de ces équipements, matériels et services.

2. A la demande des Etats-Unis, le Gouvernement Guinéen autorisera les représentants des Etats-Unis à observer les progrès de l'assistance fournie dans le cadre du présent accord. Le Gouvernement fournira tous les renseignements nécessaires à ce sujet.

3. Le Gouvernement Guinéen offrira de rendre au Gouvernement des Etats-Unis l'équipement et le matériel militaires fournis par le Gouvernement des Etats-Unis dans le cadre du présent accord, lorsque le Gouvernement Guinéen estimera qu'ils ne sont plus nécessaires aux fins pour lesquelles ils avaient été fournis, à savoir: l'augmentation de la capacité de production de l'Armée Guinéenne dans

le domaine de l'infrastructure routière et d'élévation du niveau de son potentiel économique.

4. Afin de permettre aux Etats-Unis de s'acquitter de leurs responsabilités en vertu des présentes, le Gouvernement de la Guinée recevra une Mission de techniciens militaires ou civiles des Etats-Unis suivant les termes et conditions acceptées par les représentants de nos deux Gouvernements. Le Gouvernement de la Guinée accordera une entière coopération à la Mission.

5. Le Gouvernement de la Guinée exonérera de tous droits à l'importation ou à l'exportation ainsi que de toutes autres charges et de tous impôts intérieurs, les produits, les biens, le matériel et l'équipement importés sur son territoire conformément au présent accord.

Je propose, par ailleurs, que la présente lettre donnant l'accord de mon Gouvernement aux dispositions ci-dessus, soit considérée comme constituant un accord entre nos deux Gouvernements et que les dispositions dudit accord entrent en vigueur à la date de cette présente lettre.

Je vous prie d'agréer, Excellence, les assurances renouvelées de ma haute considération.



Son Excellence

Monsieur JAMES I. LOEB,

*Ambassadeur des Etats-Unis d'Amérique,
Conakry, République de Guinée.*

Translation

CONAKRY, June 29, 1965

REFERENCE: Your note of June 29, 1965

EXCELLENCY:

With reference to the conversations between representatives of our governments, you were good enough to submit to me for approval, in the note indicated above, a draft agreement concerning the military assistance that the Government of the United States of America could furnish to the Republic of Guinea.

I have the honor to inform you that the Draft Agreement as worded in your above-mentioned note is acceptable to my Government, to wit:

[For the English language text of paragraphs 1 through 5, see *ante*, pp. 1073–1074.]

Furthermore, I propose that this note signifying my Government's concurrence in the foregoing provisions be considered as constituting an agreement between our two Governments and that the provisions of the agreement shall enter into force on the date of this note.

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

[SEAL] KEITA FODÉBA

Keita Fodéba
Minister of National Defense
and Security

His Excellency

JAMES I. LOEB,

Ambassador of the
United States of America,
Conakry,
Republic of Guinea.

TIAS 5848

AFGHANISTAN

Agricultural Commodities

*Agreement signed at Kabul May 22, 1965;
Entered into force May 22, 1965.
With exchanges of notes.*

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

The Government of the United States of America and the Royal Government of Afghanistan;

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 afghani of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the afghani 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 Afghanistan 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 AFGHANI

1. Subject to issuance by the Government of the United States of America and acceptance by the Royal Government of Afghanistan of

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for afghani, to purchasers authorized by the Royal Government of Afghanistan, of the following agricultural commodities in the amount indicated;

<u>Commodity</u>	<u>Export Market Value</u>
	(millions)
Cottonseed and/or Soybean Oil	\$1.0

2. Applications for purchase authorizations shall be made within 90 days after the effective date of this agreement, except that applications 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 afghani accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation incurred pursuant to this agreement only to the extent that the United States Department of Agriculture determines that such costs are higher than would otherwise be the case by reason of its requiring that commodities be transported in United States flag vessels. The Royal Government of Afghanistan will pay the balance of such costs for ocean transportation of commodities required to be carried in United States flag vessels in dollars. The Royal Government of Afghanistan will not be required to deposit any afghanis for the cost of ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used (and in any event not later than presentation of vessel for loading), the Royal Government of Afghanistan will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

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 AFGHANI

The afghani 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), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 35 percent of the afghani accruing pursuant to this agreement.

B. For a loan to the Royal Government of Afghanistan under Section 104(g) of the Act for financing such projects to promote economic development, including projects not heretofore included in plans of the Royal Government of Afghanistan, as may be mutually agreed, 65 percent of the afghani 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 afghani for loan purposes under Section 104(g) of the Act within 3 years from the date of this agreement, the Government of the United States of America may use the afghani for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF AFGHANI

1. The Royal Government of Afghanistan will deposit to the account of the Government of the United States of America an amount of afghanis equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into afghanis at the applicable rate of exchange in effect on the dates of dollar disbursements by the Government of the United States of America, in accordance with the following:

- (a) if a unitary exchange rate system is maintained by the Royal Government of Afghanistan or its authorized agent, the applicable rate will be the rate at which the central monetary authority of Afghanistan sells foreign exchange for afghani, or
- (b) if a unitary exchange rate system is not maintained, the applicable rate will be mutually agreed upon by the Government of the United States of America and the Royal Government of Afghanistan.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of afghani which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total afghani accruing to the Government of the United States of America under this agreement.

ARTICLE IVGENERAL UNDERTAKINGS

1. The Royal Government of Afghanistan 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 and 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 Royal Government of Afghanistan will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities; provisions for the maintenance of usual marketings; and information relating to imports and exports of the same, or like, commodities.

ARTICLE VCONSULTATION

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 Kabul, Afghanistan in duplicate this 22nd day of May, 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE ROYAL GOVERNMENT
OF AFGHANISTAN

WILLIAM D. BREWER

M. ENWER

William D. Brewer
Charge d'Affairs ad interim

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

KABUL, AFGHANISTAN,
May 22, 1965.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Royal Government of Afghanistan signed May 22, 1965 and in particular to Article III, Paragraph (1)(b) concerning the rate of exchange applicable to deposits of afghanis equivalent to the dollar sales value of the commodity.

On the basis of understandings reached in conversations between representatives of our two Governments, deposits of afghanis under Article III will be made at the free market rate quoted by any commercial bank in Afghanistan or by the Da Afghanistan Bank, whichever is more favorable to the United States, for the sale of United States dollars in exchange for afghanis. It further is understood that if at any time a change takes place in the exchange rate system of Afghanistan, or if, despite the undertakings given by the Royal Government of Afghanistan to the International Monetary Fund on July 7, 1964, there should develop any substantial difference between the free market rates quoted by these banks and any other free market rate legally available in Afghanistan or any other development which would require an adjustment in the deposit rate to comply with the legislation, a new rate of exchange for deposits under Article III to be applicable from the date of such change, or the date that the difference becomes substantial, will be determined by mutual agreement.

I shall appreciate your Excellency's confirmation of the foregoing understanding.

WILLIAM D. BREWER
Charge d'Affaires, a.i.

His Excellency

MOHAMMED ANWAR ZIYAAE,
Deputy Minister of Finance,
Ministry of Finance,
Kabul.

*The Afghan Deputy Minister of Finance to the American Charge
d'Affaires ad interim*

1.0ff1.

MINISTRY OF FINANCE
TREASURY DEPARTMENT

KABUL
AFGHANISTAN.

Date May 22, 1965

His Excellency WILLIAM D. BREWER
Charge d'Affaires, a.i.
United States Embassy
Kabul, Afghanistan

DEAR MR. BREWER:

Thank you very much for your letter of May 22, 1965.

I have the pleasure to refer to Article III, Section b of the Agricultural Commodity Agreement signed between the Government of the United States of America and the Government of Afghanistan on May 22, 1965. According to the said article and your request we are prepared for the purposes of this Agreement to quote the free market exchange rate of Da Afghanistan Bank for deposits of afghanis equivalent to the dollar sales value of the commodity covered under the said agreement.

Accept, your excellency, the renewed assurances of our highest esteem.

Very truly yours,

M. ENWER
M. Enwer Ziaie
Deputy Minister of Finance

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

KABUL, AFGHANISTAN,
May 22, 1965.

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 following:

1. For the purposes of Section 104(a) of the Act, the Royal Government of Afghanistan will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies afghanis in the amount of \$20,000 or two percent of the afghani accruing under the agreement, whichever is greater.
2. The Government of the United States of America may utilize afghani in Afghanistan to pay for travel which is part of a trip in which the traveler travels from, to or through Afghanistan. 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 afghani may be utilized shall not be limited to services provided by Afghanistan transportation facilities.
3. The export of edible vegetable oils will be prohibited by the Royal Government of Afghanistan during the period that oil financed under the agreement is being imported and utilized.
4. With regard to Paragraph 4 of Article IV of the Agreement, the Royal Government of Afghanistan agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; date unloading was completed; disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Royal Government of Afghanistan agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Royal Government of Afghanistan showing progress made toward fulfilling commitments or usual marketings. The Royal Government of Afghanistan further agrees that the statement will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

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

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

WILLIAM D. BREWER
Charge d'Affaires, a.i.

His Excellency

MOHAMMED ANWAR ZIYAAE,
Deputy Minister of Finance,
Ministry of Finance,
Kabul.

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

1.0ffr.

MINISTRY OF FINANCE
TREASURY DEPARTMENT

KABUL
AFGHANISTAN.

Date May 22, 1965

His Excellency WILLIAM D. BREWER
Chargé d'Affaires, a.i.
United States Embassy
Kabul, Afghanistan

DEAR MR. BREWER:

Please accept our thanks for your letter of May 22, 1965 concerning the Agricultural Commodity Agreement signed today by our two governments. It is our pleasure to confirm to you our agreement on the four points outlined in your letter. It is agreeable that the Government of Afghanistan will provide facilities for conversion into non-dollar currencies, afghanis, amounting to 2 percent or \$20,000 of the total afghanis accruing under the said agreement. Likewise as per request of item 2 of your letter part of the afghanis generated under the agreement may be authorized for travel expenses inside Afghanistan. Regarding item 3, export of edible vegetable oils is prohibited from Afghanistan. Information requested under item 4 of your letter will be provided to you in due time.

Accept, your excellency, the renewed assurances of our highest esteem.

Very truly yours,

M. ENWER
M. Enwer Ziaie
Deputy Minister of Finance

MALAYSIA

Investment Guaranties

Agreement amending the agreement of April 21, 1959.

Effectuated by exchange of notes

Signed at Kuala Lumpur June 24, 1965;

Entered into force June 24, 1965.

*The American Ambassador to the Malaysian Acting Prime Minister
and Acting Minister of External Affairs*

No. 437

KUALA LUMPUR, June 24, 1965.

EXCELLENCY:

I have the honor to refer to the Agreement effected by the exchange of notes of April 21, 1959 [1] between the Government of the United States of America and the Government of the Federation of Malaya relating to investment guarantees which may be issued by the Government of the United States of America for investments in activities in the Federation of Malaya. Since 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.

It is the understanding of my Government that the above-mentioned Agreement is applicable to the whole of Malaysia and that amendments thereto will be considered to have the same application.

In the interest of facilitating and increasing the participation of private enterprise in furthering the development of Malaysia, 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.

Accordingly, we propose that the above-mentioned Agreement be amended as follows:

¹ TIAS 4214; 10 UST 776.

- (a) Substitute "Section 221 (b) of the Foreign Assistance Act of 1961, [¹] as amended," for "Section 413 (b)(4) of the Mutual Security Act of 1954, [²] as amended," wherever the latter appears, and substitute "Section 221 (b)" for "Section 413 (b)(4)" wherever the latter appears.
- (b) Substitute "Malaysia" for "the Federation of Malaya" wherever the latter appears; in Subparagraph (a) of Paragraph (3) and in the final paragraph of the Government of Malaya's Note of reply where the terms "the Federation" and "Federation" appear, respectively, change to "Malaysia"; in Subparagraph (b) of Paragraph (3) change "Malayan dollar" to "local currency" in the two places where it appears.

Upon receipt of a note from your Excellency indicating that the foregoing understandings and amendment are acceptable to the Government of Malaysia and that such undertaking 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.

JAMES DUNBAR BELL

His Excellency

TUN HAJI ABDUL RAZAK BIN DATO HUSSAIN,
Acting Prime Minister and
Acting Minister of External Affairs,
Kuala Lumpur.

*The Malaysian Acting Prime Minister and Acting Minister of
External Affairs to the American Ambassador*

PRIME MINISTER MALAYSIA

Telegraphic Address—PERMEN
Telephone Nos. 84432 & 88228

KUALA LUMPUR
24th June, 1965.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your letter of 24th June, 1965, the contents of which I produce hereunder:—

"I have the honor to refer to the Agreement effected by the exchange of notes of April 21, 1959 between the Government of

¹ 75 Stat. 429; 22 U.S.C. § 2181(b).

² 68 Stat. 847; 22 U.S.C. § 1933(b)(4).

the United States of America and the Government of the Federation of Malaya relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in the Federation of Malaya. Since 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.

It is the understanding of my Government that the above-mentioned Agreement is applicable to the whole of Malaysia and that amendments thereto will be considered to have the same application.

In the interest of facilitating and increasing the participation of private enterprise in furthering the development of Malaysia, 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. Accordingly, we propose that the above-mentioned Agreement be amended as follows:-

- (a) Substitute "Section 221(b) of the Foreign Assistance Act of 1961, as amended," for "Section 413(b)(4) of the Mutual Security Act of 1954, as amended," wherever the latter appears, and substitute "Section 221(b)" for "Section 413(b)(4)" wherever the latter appears.
- (b) Substitute "Malaysia" for the "Federation of Malaya" wherever the latter appears; in Subparagraph (a) of Paragraph (3) and in the final paragraph of the Government of Malaya's Note of reply where the terms "the Federation" and "Federation" appear, respectively, change to "Malaysia"; in Subparagraph (b) of Paragraph (3) change "Malayan dollar" to "local currency" in the two places where it appears.

Upon receipt of a note from Your Excellency indicating that the foregoing understandings and amendment are acceptable to the Government of Malaysia 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."

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

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

Yours sincerely,



(TUN HAJI ABDUL RAZAK BIN DATO HUSSEIN)
Acting Prime Minister and
Acting Minister of External Affairs,
Malaysia.

His Excellency

Mr. JAMES DUNBAR BELL,

*Ambassador Extraordinary and
Plenipotentiary of the United States of America,
Kuala Lumpur.*

PHILIPPINES

Military Bases in the Philippines: Criminal Jurisdiction Arrangements

Agreement amending the agreement of March 14, 1947, as amended.

Effectuated by exchange of notes

Signed at Manila August 10, 1965;

Entered into force August 10, 1965.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

OFFICE OF THE SECRETARY

36949

MANILA, August 10, 1965

EXCELLENCY:

I have the honor to refer to our recent discussions regarding revision of the arrangements for criminal jurisdiction under the Philippine-United States Military Bases Agreement of 1947, [¹] and to propose the amendment of Article XIII of the Agreement by substituting the provisions set forth in the Annex to this note together with attached Agreed Official Minutes and Agreed Implementing Arrangements for the present provisions of Article XIII, except for paragraph 8 of the present article concerning civil actions which I propose remain in effect.

In view of the great interest of the Philippine Government and people in a revision of arrangements governing criminal jurisdiction, I wish also to propose that pending the conclusion of continuing negotiations on other aspects of the Military Bases Agreement, the new criminal jurisdiction arrangements be implemented immediately.

Upon receipt of a note from Your Excellency indicating that the provisions contained in the Annex are acceptable to the United States Government, the Government of the Republic of the Philippines will consider that this note with its Annex and your reply thereto constitute an agreement between the two governments on this subject, the agreement to enter into force on the date of your note in reply.

¹TIAS 1775; 61 Stat. (pt. 4) 4019.

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

M MENDEZ

Mauro Mendez
Secretary of Foreign Affairs

Annex

Criminal Jurisdiction Provisions with attached Agreed Official Minutes and Agreed Implementing Arrangements

A N N E X

To Department of Foreign Affairs Note No. 36949,
dated August 10, 1965.

ARTICLE XIII

1. Subject to the provisions of this Article,
 - (a) The authorities of the Republic of the Philippines shall have jurisdiction over the members of the United States armed forces or civilian component and their dependents with respect to offenses committed within the Republic of the Philippines and punishable by the law of the Republic of the Philippines;
 - (b) The military authorities of the United States shall have the right to exercise within the Republic of the Philippines all criminal and disciplinary jurisdiction conferred on them by the law of the United States over all persons subject to the military law of the United States;
2. (a) The authorities of the Republic of the Philippines shall have the right to exercise exclusive jurisdiction over members of the United States armed forces or civilian component and their dependents with respect to offenses, including offenses relating to the security of the Republic of the Philippines, punishable by its law but not by the law of the United States;
- (b) 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 its security, punishable by the law of the United States, but not by the law of the Republic of the Philippines.
- (c) For the purposes of this paragraph and of paragraph 3 of this article a security offense against a State shall include

- (i) Treason against the State
 - (ii) Sabotage, espionage or violation of any law relating to official secrets of that State, or secrets relating to the national defense of that State.
3. In cases where the right to exercise jurisdiction is concurrent the following rules shall apply:
- (a) The authorities of the Republic of the Philippines shall have the primary right to exercise jurisdiction in all offenses except as enumerated in paragraph (b) hereof.
 - (b) The military authorities of the United States shall have the primary right to exercise jurisdiction over all persons subject to the military law of the United States in relation to
 - (i) offenses solely against the property or security of the United States, or offenses solely against the person or property of a member of the United States armed forces or civilian component or of a dependent;
 - (ii) offenses arising out of any act or omission done in the performance of official duty.
 - (c) If the State having the primary right decides not to exercise jurisdiction, it shall notify the authorities of the other State as soon as practicable. The authorities of the State having the primary right shall give sympathetic consideration to a request from the authorities of the other State for a waiver of its right in cases where that other State considers such waiver to be of particular importance.
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 are nationals of or ordinarily resident in the Republic of the Philippines, unless they are members of the United States armed forces.
5. (a) The appropriate authorities of the Republic of the Philippines and the appropriate authorities of the United States shall assist each other in the arrest of members of the United States armed forces or civilian component and their dependents in the Republic of the Philippines and in handing them over to the authority which is to exercise jurisdiction in accordance with the above provisions.
- (b) The authorities of the Republic of the Philippines shall notify promptly the military authorities of the United States of the arrest of any member of the United States armed forces or civilian component or a dependent.
- (c) The custody of an accused member of the United States armed forces or civilian component or dependent over whom

the Republic of the Philippines is to exercise jurisdiction shall, if he is in the hands of the United States, remain with the United States until he is charged by the Republic of the Philippines.

6. (a) The authorities of the Republic of the Philippines and United States shall assist each other in the carrying out of all necessary investigations into offenses, 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 authority delivering them.
(b) The authorities of the Republic of the Philippines and the United States shall notify one another of the disposition of all cases in which there are concurrent rights to exercise jurisdiction.
7. (a) A death sentence shall not be carried out in the Republic of the Philippines by the authorities of the United States if the legislation of the Republic of the Philippines does not provide for such punishment in a similar case.
(b) The authorities of the Republic of the Philippines shall give sympathetic consideration to a request from the authorities of the United States for assistance in carrying out a sentence of imprisonment pronounced by the authorities of the United States under the provisions of this Article within the Republic of the Philippines.
8. Where an accused has been tried in accordance with the provisions of this Article by the authorities of the Republic of the Philippines or by the authorities of the United States 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 same territory by the authorities of the other State. However, nothing in this paragraph shall prevent the military authorities of the United States from trying a member of its force for any violation of rules or discipline arising from an act or omission which constituted an offense for which he was tried by the authorities of the Republic of the Philippines.
9. Whenever a member of the United States armed forces or civilian component or a dependent is prosecuted under the jurisdiction of the Republic of the Philippines 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 Republic of the Philippines;
 - (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 Republic of the Philippines;
 - (f) if he considers it necessary, to have the services of a competent interpreter;
 - (g) to communicate with a representative of the Government of the United States; and
 - (h) to have a representative of the United States Government present during the trial, which will be public except when the court decrease otherwise in accordance with Philippine law.
10. (a) Regularly constituted military units or formations of the United States armed forces shall have the right to police any camps, establishments or other premises which they occupy as the result of an agreement with the Republic of the Philippines. The military police of the United States armed forces may take all appropriate measures to ensure the maintenance of order and security of such premises.
- (b) Outside these premises, such military police shall be employed only subject to arrangements with the authorities of the Republic of the Philippines and in liaison with those authorities, and insofar as such employment is necessary to maintain discipline and order among the members of the United States armed forces.
11. The Government of the Republic of the Philippines shall seek such legislation as it deems necessary to ensure the adequate security and protection within its territory of installations, equipment, property, records and official information of the United States Government and the punishment of persons who may contravene laws enacted for that purpose.

AGREED OFFICIAL MINUTES

**Regarding Article XIII of the Military
Bases Agreement as Revised**

1. The primary jurisdiction of the United States under paragraph 3(b) will extend only to those persons subject to the military law of

the United States regularly assigned to the Philippines or present in the Philippines in connection with the presence there of the U. S. bases.

The term "persons subject to the military law of the United States" does not apply to members of the civilian component or dependents, with respect to whom there is no effective military jurisdiction at the time this arrangement enters into force. If the scope of U. S. military jurisdiction changes as a result of subsequent legislation, constitutional amendment or decision by appropriate authorities of the United States, the Government of the United States shall inform the Government of the Philippines through diplomatic channels.

2. The term "official duty" appearing in Section 3(b) (ii) of this Article is understood to be any duty or service required or authorized to be done by statute, regulation, the order of a superior or military usage. Official duty is not meant to include all acts by an individual during the period while he is on duty, but is meant to apply only to acts which are required or authorized to be done as a function of that duty which the individual is performing.

3. Whenever it is necessary to determine whether an alleged offense arose out of an act or omission done in the performance of official duty, a certificate issued by or on behalf of the commanding officer of the alleged offender or offenders, on advice of the Staff Legal Officer or Staff Judge Advocate, will be delivered promptly to the city or provincial fiscal (prosecuting attorney) concerned, and this certificate will be honored by the Philippine authorities.

In those cases where the Secretary of Justice of the Republic of the Philippines considers that discussion of a certificate of official duty is required in the circumstances, it shall be made the subject of review through discussions between appropriate officials of the Government of the Republic of the Philippines and the diplomatic mission of the United States provided a request is received by the diplomatic mission within ten days from receipt of the certificate by the fiscal.

4. The authorities of the Republic of the Philippines, recognizing that it is the primary responsibility of the United States authorities to maintain good order and discipline where persons subject to the military law of the United States are concerned, will, upon the request of the United States authorities, waive their primary right to exercise jurisdiction under section 3(a) of this Article, except where they determine that it is of particular importance that jurisdiction be exercised by the Philippine authorities.

5. In all cases over which the Republic of the Philippines exercises jurisdiction, the custody of an accused member of the United States armed forces, civilian component, or dependent, pending investigation, trial and final judgment, shall be entrusted without delay to the commanding officer of the nearest base, who shall acknowledge in writing (a) that such accused has been delivered to him for custody pending investigation, trial and final judgment in a competent court of the Philippines and (b) that he will be made available to the Philippine authorities for investigation upon their request and (c) that

he will be produced before said court when required by it. The commanding officer shall be furnished by the fiscal (prosecuting attorney) with a copy of the information against the accused upon the filing of the original in the competent court.

6. Notwithstanding the foregoing provisions, it is mutually agreed that in time of war the United States shall have the right to exercise exclusive jurisdiction over any offenses which may be committed by members of the armed forces of the United States in the Philippines.

7. The United States agrees that it will not grant asylum in any of the bases to any person fleeing from the lawful jurisdiction of the Philippines. Should any such person be found in any base, he will be surrendered on demand to the competent authorities of the Philippines.

8. The provisions of this agreement shall not apply to any offense committed before its coming into effect. Such cases shall be governed by the provisions of Article XIII of the Military Bases Agreement as it existed prior to this amendment.

AGREED IMPLEMENTING ARRANGEMENTS

Regarding Article XIII of the Military Bases Agreement As Revised

1. If either Government desires to request a waiver of the other government's primary right to exercise jurisdiction, a written request shall be made within ten days of receipt of notification of the commission of an offense. A Philippine request for waiver will be delivered to the United States commander concerned, and a United States request for waiver will be delivered to the city or provincial fiscal concerned.

If either Government is not advised by the other Government within fifteen days of the date of receipt by such other Government of a request for a waiver of jurisdiction that jurisdiction will be exercised by such other Government (the criteria for waiver requests and retention of primary jurisdiction are set forth in paragraph 3(c) and Agreed Official Minute No. 4), the requesting Government shall be free to exercise jurisdiction.

If either Government, however, notifies the other Government that for special reasons it desires to reserve decision with respect to the exercise of jurisdiction, the requesting Government will not be free to exercise its jurisdiction until notice is received that the other Government will not exercise jurisdiction or until the expiration of an additional period of fifteen days, whichever is sooner.

To facilitate the expeditious disposal of offenses of minor importance, arrangements may be made between the U. S. military author-

ties and the competent Philippine authorities to dispense with the necessity for a request for a waiver of jurisdiction to be made in each particular case.

2. a. The U.S. military authorities will normally make all arrests, or otherwise take persons into custody, within U.S. bases. This shall not preclude the Philippine authorities from doing so within the bases where the base commander or his authorized representative has given consent, or in the case of pursuit of a flagrant offender who has committed a serious crime.

If the Philippine authorities desire that persons not subject to the jurisdiction of the U.S. armed forces who are within U.S. bases be arrested or taken into custody, the U.S. military authorities will undertake, upon request, and within the limits of their authority, to make the arrest or take them into custody. All persons arrested or taken into custody by the U.S. military authorities who are not subject to the jurisdiction of the U.S. armed forces shall immediately be turned over to the Philippine authorities for compliance with formalities required by Philippine law and for custody except as provided by Agreed Minute Number 5.

The U.S. military authorities may apprehend inside and in the vicinity of the U.S. bases any person in the commission or attempted commission of an offense against the security of that base. Any such person not subject to the jurisdiction of the U.S. armed forces shall immediately be turned over to the Philippine authorities for compliance with formalities required by Philippine law and for custody except as provided by Agreed Minute Number 5.

b. The Philippine authorities will normally not exercise the right of search, seizure, or inspection with respect to any persons or property within the bases in use by and guarded under the authority of the United States armed forces or with respect to property of the United States armed forces wherever situated, except in cases where the competent authorities of the United States armed forces consent to such search, seizure, or inspection by the Philippine authorities of such persons or property.

Where search, seizure, or inspection with respect to persons or property within the bases in use by the United States armed forces or with respect to property of the United States armed forces in the Philippines is desired by Philippine authorities, the United States military authorities will undertake, upon request, and within the limits of their authority, to make such search, seizure, or inspection. In the event of a judgment concerning such property, except property owned or utilized by the United States Government or its instrumentalities, the United States, to the extent permitted under its law, will turn over such property to the Philippine authorities for disposition in accordance with the judgment.

3. The confinement or detention by Philippine authorities of members of the United States armed forces or the civilian component, or dependents, shall be carried out in facilities agreed on by appropriate

authorities of the Republic of the Philippines and the United States. The appropriate authorities of the United States will be authorized to visit these persons upon request at the place of confinement and will be authorized to provide in appropriate cases supplementary care and provisions for such persons, such as clothing, food, bedding, and medical and dental treatment.

4. A Criminal Jurisdiction Implementation Committee shall be established as a means for consultation between the two governments on matters requiring mutual consultation in the implementation of the criminal jurisdiction arrangements. Each government shall appoint a co-chairman and an equal number of such additional representatives of the armed services or civilian agencies as may be determined by mutual consultation between the two governments. The committee will establish its own rules of procedure.

The committee shall be so organized that it may meet promptly at any time upon the request of either of the two governments. Any matter which the committee is unable to resolve shall be referred to the respective governments for further consideration.

The American Ambassador to the Philippine Secretary of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 120 Manila, August 10, 1965.

EXCELLENCY:

I have the honor to acknowledge Your Excellency's note No. 36949 dated August 10, 1965 with Annex regarding revision of criminal jurisdiction arrangements under the Philippine-United States Military Bases Agreement of 1947.

I have the honor to inform Your Excellency that the provisions contained in that Annex are acceptable to the United States Government, and that my Government agrees that Your Excellency's note and this reply shall constitute an agreement between our two Governments to enter into force on the date of this note.

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

WILLIAM McCORMICK BLAIR, Jr.

His Excellency

MAURO MENDEZ,

*Secretary of Foreign Affairs,
Manila.*

MALI

Agricultural Commodities [¹]

*Agreement signed at Washington July 14, 1965;
Entered into force July 14, 1965.*

With exchange of notes

Signed at Washington July 15 and 21, 1965.

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF MALI 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 Mali,

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 those commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

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

Considering that the Mali francs 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, as specified below, of agricultural commodities to Mali 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 Mali Francs

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Mali of purchase

¹ Also TIAS 5906, *post*, p. 1765.

² 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 Mali francs to purchasers authorized by the Government of Mali of the following:

<u>Commodity</u>	<u>Approximate Maximum Quantity</u> Metric Tons	<u>Maximum Export Market Value</u>
Wheat Flour	8,000	\$580,000

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 Mali francs accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Mali. The Government of Mali will not be required to deposit Mali francs for ocean transportation financed by the Government of the United States of America. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of Mali will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

ARTICLE II

Uses of Mali Francs

The Mali 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 proportions shown.

A. For United States expenditures under subsections (a), (b), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 35 percent of the Mali francs accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Mali incident thereto, 15 percent of the Mali francs 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 Mali for business development and trade expansion in Mali and to United States firms and Mali 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 Mali, acting through the Ministry of Economic Cooperation and Technical Assistance (hereinafter referred to as the Ministry). The Minister Delegate of the Ministry, or his designate, will act for the Government of Mali, 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 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 Mali on comparable loans, provided such rate is not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purposes of the financing.
- (5) Within 60 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 60-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 Mali francs 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 Mali francs for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Mali 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 Mali, as may be mutually agreed, 50 percent of the Mali 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 Mali francs for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Mali francs for any purpose authorized by Section 104 of the Act.

ARTICLE III

Deposit of Mali Francs

1. The Government of Mali will deposit to the account of the Government of the United States of America an amount of Mali francs equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Mali francs at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

- (a) If a unitary exchange rate system is maintained by the Government of Mali, the applicable rate will be the rate at which the central monetary authority of Mali or its authorized agent sells foreign exchange for Mali francs.
- (b) If a unitary exchange rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Mali.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Mali francs which become due under this agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Mali francs accruing to the Government of the United States of America under this agreement.

ARTICLE IV

General Undertakings

1. The Government of Mali 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 insure 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 and purchases of agricultural commodities pursuant to this agreement will not displace usual 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.

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 Mali will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, and information relating to imports and 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.

**ACCORD RELATIF AUX PRODUITS AGRICOLES CONCLU
ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AME-
RIQUE ET LE GOUVERNEMENT DU MALI EN VERTU DU
TITRE PREMIER DE LA LOI (MODIFIEE) SUR LE DE-
VELOPPEMENT DES ECHANGES COMMERCIAUX ET
DE L'AIDE EN PRODUITS AGRICOLES**

Le Gouvernement des Etats-Unis d'Amerique et le Gouvernement du Mali,

Reconnaissant qu'il est désirable de développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies d'une manière telle que ce développement ne risque pas de porter préjudice aux marchés normaux des Etats-Unis d'Amérique pour ces produits ou d'affecter indûment les prix mondiaux de ces produits agricoles ou d'entraver les pratiques commerciales d'usage établies avec les pays amis;

Considérant que l'achat en francs maliens de produits agricoles provenant des Etats-Unis d'Amérique aidera à la réalisation de ce développement commercial;

Considérant que les francs maliens provenant de ces achats seront utilisés d'une manière avantageuse aux deux pays;

Désirant préciser les conventions qui régiront les ventes, visées ci-dessous, de produits agricoles au Mali en vertu du Titre 1 de la Loi (modifiée) sur le Développement des Echanges Commerciaux et de l'Aide en Produits Agricoles (ci-après dénommée "La Loi") et les dispositions que les deux Gouvernements prendront individuellement et collectivement en vue d'avancer le développement des échanges commerciaux de ces produits;

Sont convenus de ce qui suit:

ARTICLE I

Ventes Payables en Francs Maliens

1. Sous réserve de la délivrance d'autorisations d'achat par le Gouvernement des Etats-Unis d'Amérique et de l'acceptation desdites autorisations par le Gouvernement du Mali et à la condition que les produits visés par la Loi soient disponibles à la date prévue pour leur exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes à des acheteurs autorisés par le Gouvernement du Mali, avec paiements en francs maliens, des produits agricoles suivants:

<u>Produit</u>	<u>Quantité maximum approximative</u> <small>en tonnes métriques</small>	<u>Valeur maximum sur le marché d'exportation</u>
Farine de blé	8.000	\$ 580.000

2. Les demandes d'autorisation d'achat devront être présentées dans un délai de 90 jours à partir de la date de signature de l'Accord, à l'exception des demandes d'autorisation d'achat de tous autres produits ou quantités supplémentaires prévues par tout amendement au présent Accord, qui devront être présentées dans un délai de 90 jours à partir de la date d'un tel amendement. Les autorisations d'achat comporteront des dispositions relatives à la vente et à la livraison des produits, à la date et aux conditions de dépôt des francs maliens provenant de telle vente et autres dispositions s'y rapportant.

Le Gouvernement des Etats-Unis d'Amérique ne financera les coûts de transport maritime encourus en application du présent Accord que dans la mesure où ces coûts seront plus élevés qu'ils ne l'auraient été autrement, en raison de l'obligation selon laquelle 50 pour cent environ du tonnage des produits doivent être transportés par des navires battant pavillon des Etats-Unis. Le solde des coûts du transport des produits devant être transportés par des navires battant pavillon des Etats-Unis sera payé en dollars par le Gouvernement du Mali. Le Gouvernement du Mali ne sera pas requis de déposer des francs maliens pour le transport maritime financé par le Gouvernement des Etats-Unis d'Amérique. Immédiatement après avoir passé marché pour l'emplacement du cargaison sur un navire battant pavillon des Etats-Unis dont l'usage est requis, et, en tous cas, avant que les navires se présentent au lieu du chargement, le Gouvernement du Mali ouvrira une lettre de crédit, en dollars, correspondant au coût prévu du transport maritime des denrées transportées par les navires battant pavillon des Etats-Unis.

ARTICLE II

Utilisation des Francs Maliens

Les francs maliens acquis par le Gouvernement des Etats-Unis d'Amérique à la suite des ventes effectuées conformément au présent Accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique de la manière et dans l'ordre de priorité que décidera ce dernier, aux fins suivantes et dans les proportions indiquées ci-dessous.

A. Pour régler les dépenses à affectuer par les Etats-Unis au titre des sous-sections (a), (b), (d), (f) et (h) jusqu'à la sous-section (t) de la section 104 de la Loi ou au titre de l'une quelconque de ces sous-sections, trente cinq pour cent des francs maliens acquis en vertu du présent Accord.

B. Pour l'octroi de prêts par l'Agence pour le Développement International de Washington (ci-après dénommée AID) au titre de la section 104 (e) de la Loi et pour les dépenses administratives de l'AID au Mali afférentes à ces prêts, quinze pour cent des francs maliens acquis en vertu du présent Accord. Il est entendu que:

- (1) Les prêts consentis en vertu de la section 104(e) de la Loi seront octroyés à des sociétés commerciales américaines, à leurs succursales, à leurs filiales ou à des entreprises affiliées

à ces sociétés exerçant leurs activités au Mali, aux fins de stimuler le développement des affaires et l'expansion du commerce au Mali, ainsi qu'à des sociétés américaines et à des sociétés maliennes aux fins de créer les installations et services susceptibles de développer l'utilisation et la distribution des produits agricoles des Etats-Unis ou d'accroître de toute autre manière la consommation et la commercialisation desdits produits sur le territoire du Mali.

- (2) Les prêts seront acceptés d'un commun accord par l'AID et par le Gouvernement du Mali agissant par l'intermédiaire du Ministère de la Cooperation et de l'Assistance Technique (ci-après dénommé le Ministère). Le Ministre Délégué du Ministère, ou la personne désignée par lui, agira pour le compte du Mali et l'Administrateur de l'AID, ou son délégué, agira pour le compte de l'AID.
- (3) Dès réception d'une demande que l'AID est disposée à examiner, l'AID informera le Ministère de l'identité du demandeur, de la nature de l'opération proposée, du montant du prêt proposé et des diverses utilisations auxquelles les fonds provenant de ce prêt seront affectés.
- (4) Lorsque l'AID aura décidé de donner une suite favorable à une demande elle en avisera le Ministère et lui indiquera le taux d'intérêt prévu et le délai fixé pour le remboursement du prêt proposé. Le taux d'intérêt sera comparable à celui en vigueur au Mali pour des prêts semblables à condition que ce taux ne soit pas inférieur au taux d'intérêt payé par la Trésorerie des Etats-Unis pour des prêts à échéances comparables et les échéances seront fixées de manière qu'elles soient compatibles avec les buts du financement.
- (5) Dans un délai de soixante jours après la réception de l'avis de l'AID indiquant que celle-ci est disposée à donner une suite favorable à une demande de prêt, le Ministère fera savoir à ladite Agence s'il ne voit pas d'objection à l'octroi du prêt proposé. Si, dans le délai de soixante jours prévu, l'AID ne reçoit aucun avis du Ministère, à cet effet, il sera entendu que le Ministère n'a pas d'objection à formuler quant au prêt proposé. Quand l'AID approuve le prêt proposé ou refuse de l'accorder, elle en avisera le Ministère.
- (6) Si, dans un délai de trois ans à partir de la date du présent Accord, les francs maliens réservés pour l'octroi de prêts au titre de la section 104 (e) de la Loi n'ont pas été utilisés à des fins de prêt, soit parce que l'AID n'a pas approuvé les prêts, soit parce que les prêts proposés n'ont pas été acceptés d'un commun accord par l'AID et par le Ministère, le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs maliens dont il s'agit à toute autre fin autorisée par la section 104 de la Loi.

C. Pour l'octroi d'un prêt au Gouvernement du Mali au titre de la section 104 (g) de la Loi, cinquante pour cent des francs maliens acquis en vertu du présent Accord, afin de financer des projets destinés à stimuler le développement économique y compris des projets non inclus jusqu'ici dans les plans du Gouvernement du Mali suivant accord à intervenir entre les deux Gouvernements. Les clauses et conditions du prêt et autres dispositions seront précisées dans un accord de prêt spécial. Au cas où dans un délai de trois ans à partir de la date du présent Accord, l'accord ne pourrait se faire sur l'utilisation des francs maliens à des fins de prêt, le Gouvernement des Etats-Unis d'Amérique pourrait utiliser les francs à toutes autres fins autorisées par la section 104 de la Loi.

ARTICLE III

Dépôt des Francs Maliens

1. Le Gouvernement du Mali déposera au compte du Gouvernement des Etats-Unis d'Amérique une source en francs maliens correspondant en dollars à la valeur marchande des produits financés par le Gouvernement des Etats-Unis d'Amérique. Ces dollars seront convertis en francs maliens aux taux de change applicable et en vigueur à la date du paiement en dollars effectué par le Gouvernement des Etats-Unis d'Amérique.

- (a) Si le Gouvernement du Mali applique un taux de change unique, le taux applicable sera le taux auquel l'autorité monétaire centrale du Mali ou ses représentants autorisés vendent des devises étrangères pour des francs maliens.
- (b) Si un taux unique de change n'est pas maintenu, le taux applicable sera celui accepté d'un commun accord par le Gouvernement des Etats-Unis d'Amérique et par le Gouvernement du Mali.

2. Le Gouvernement des Etats-Unis d'Amérique déterminera lesquels de ses fonds seront utilisés afin d'effectuer tous remboursements de francs maliens qui pourraient devenir exigibles au titre du présent Accord. Une réserve sera maintenue en vertu du présent Accord pendant une période de deux ans à compter de la date d'entrée en vigueur du présent Accord et pourra être utilisée aux fins de tels remboursements. Tout paiement effectué à l'aide de cette réserve sera considéré comme une réduction du total de francs maliens acquis au Gouvernement des Etats-Unis d'Amérique aux termes du présent Accord.

ARTICLE IV

Dispositions Generales

1. Le Gouvernement du Mali prendra toutes dispositions utiles pour empêcher la revente ou le transbordement vers d'autres pays

des produits agricoles achetés en vertu des dispositions du présent Accord, ou l'utilisation de ces produits à des fins autres que celles devant satisfaire les besoins du pays (sauf dans les cas où cette revente, ce transbordement ou cette utilisation seraient expressément approuvés par le Gouvernement des Etats-Unis d'Amérique); pour prévenir l'exportation de tout produit d'origine locale ou étrangère qui est égal ou similaire aux produits acquis en vertu du présent Accord pendant la période allant de la date de la signature du présent Accord à la date finale de réception et utilisation desdits produits (sauf dans le cas où l'exportation serait expressément approuvée par le Gouvernement des Etats-Unis d'Amérique); et pour s'assurer que l'achat des produits au titre de cet Accord n'aura pas pour effet d'augmenter les disponibilités de ces produits ou de produits similaires en vue de leur exportation vers des pays non amis des Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions utiles pour s'assurer que toutes ventes et achats de produits agricoles effectués conformément aux dispositions du présent Accord n'évincent pas les marchés normaux des Etats-Unis d'Amérique pour ces produits ou n'affectent pas indûment les prix mondiaux des produits agricoles, ou n'entravent pas les pratiques commerciales d'usage établies avec les pays amis.

3. Pour l'application du présent Accord, les deux Gouvernements chercheront à faire prévaloir des conditions commerciales qui permettent aux négociants d'exercer leur commerce d'une manière efficace, ils s'efforceront en outre de créer de nouveaux marchés pour les produits agricoles et d'élargir constamment ces marchés.

4. Le Gouvernement du Mali fournira, trimestriellement, des renseignements sur le progrès du programme, notamment en ce qui concerne l'arrivée et l'état des produits, ainsi que des renseignements relatifs à l'importation et à l'exportation de ces produits ou de produits similaires.

ARTICLE V

Consultations

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toute question relative à l'application du présent Accord, ou à l'execution des dispositions prévues en vertu du présent Accord.

ARTICLE VI

Entrée en Vigueur

Le présent Accord entrera en vigueur à la date de sa signature.

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

DONE at Washington, in duplicate, this fourteenth day of July, 1965, in the English and French languages, both being equally authoritative.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Washington, en double exemplaire, ce quatorzième jour de juillet 1965, dans les langues anglaise et française, l'une et l'autre faisant également foi.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:
POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

G M WILLIAMS

FOR THE GOVERNMENT OF MALI:
POUR LE GOUVERNEMENT DU MALI:

H N'DOURÉ

*The Secretary of State to the Malian Minister of Economic Cooperation
and Technical Assistance*

DEPARTMENT OF STATE
WASHINGTON
July 15, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. The Government of Mali agrees that the Mali francs received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in Mali selected by the Government of the United States of America.

2. With regard to paragraph 4 of Article IV of the agreement, the Government of Mali agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Mali agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished and (b) assurances that

the program has not resulted in increased availability of the same or like commodities to other nations. The Government of Mali further agrees that the foregoing statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

3. For purposes of Section 104(a) of the Act, the Government of Mali will provide, upon request of the Government of the United States of America, facilities for the conversion of \$11,600 worth or two percent of the Mali francs accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries.

4. The Government of the United States of America may utilize Mali francs in Mali to pay for travel which is part of a trip in which the traveler travels from, to or through Mali. 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 Mali francs may be utilized shall not be limited to services provided by Mali transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

For the Secretary of State:

G. M. WILLIAMS

His Excellency

HAMACIRE N'DOURE,

*Minister of Economic Cooperation and Technical Assistance,
Republic of Mali.*

*The Malian Minister of Economic Cooperation and Technical Assistance
to the Secretary of State*

AMBASSADE
DE LA REPUBLIQUE DU MALI
WASHINGTON

No. 65/524/AMW

LE 21 JUILLET, 1965

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre note du 15 juillet, 1965, libellée comme suit:

"Me référant à l'Accord sur les Produits Agricoles conclu ce jour entre les Gouvernements de nos deux pays, j'ai l'honneur de vous

faire part de l'agrément de mon Gouvernement relativement à ce qui suit:

1. Le Gouvernement du Mali consent à ce que les francs maliens reçus par le Gouvernement des Etats-Unis d'Amérique aux termes de l'Accord soient déposés en comptes Productifs d'intérêts dans des banques du Mali choisies par le Gouvernement des Etats-Unis d'Amérique.

2. En ce qui concerne l'Article IV, paragraphe 4 de l'Accord, le Gouvernement du Mali s'engage à fournir trimétriellement les renseignements suivants relatifs à chaque expédition de produits reçus au titre de l'Accord: le nom de chaque navire, la date d'arrivée, le port de débarquement, les produits et quantités reçus et leur état au moment de la réception; la date à laquelle le déchargement s'est terminé et la façon dont on a disposé de la cargaison, c'est-à-dire si elle a été emmagasinée, distribuée localement ou, en cas de réexpédition, le lieu où elle a été expédiée. En outre, le Gouvernement du Mali s'engage à fournir trimestriellement a) un rapport sur les mesures qu'il aura prises en vue d'empêcher la revente ou le transbordement des produits fournis et, b) les assurances que le programme n'a pas eu pour conséquence un accroissement des disponibilités en produits de même nature ou similaires des autres pays. Le Gouvernement du Mali s'engage en outre à ce que les rapports précédemment mentionnés soient accompagnés de données statistiques relatives aux importations et exportations, par pays d'origine ou de destination, de produits de même nature ou similaires à ceux importés au titre de l'Accord.

3. Aux fins énoncées dans la Section 104 (a) de la Loi, le Gouvernement du Mali fournira, sur demande du Gouvernement des Etats-Unis d'Amérique, toutes facilités pour la conversion d'une valeur d'échange de 11.600 dollars, ou 2 pour cent des francs maliens acquis en vertu de l'Accord, selon que l'un ou l'autre montant sera plus élevé, en vue du financement des opérations relatives à la création et au développement de marchés agricoles dans d'autres pays.

4. Le Gouvernement des Etats-Unis d'Amérique pourra utiliser les francs maliens au Mali pour payer les frais de voyage dont l'itinéraire a pour point de départ ou d'arrivée, ou passe par, le Mali. Il est entendu que ces fonds serviront uniquement à couvrir les frais de transport de personnes voyageant officiellement pour le compte du Gouvernement des Etats-Unis d'Amérique ou au titre d'activités financées par le Gouvernement des Etats-Unis d'Amérique. Il est également entendu que les moyens de transport utilisés pour les voyages payables en francs maliens ne se limiteront pas à ceux fournis par les services du Mali"

Je suis heureux de vous donner l'accord de mon gouvernement sur les dispositions de votre note ci-dessus.

Je vous prie d'agréer, Excellence, les assurances renouvelées de ma très haute considération.



Le Ministre de la Coopération et
de l'Assistance Technique du Mali

Hamaciré N'Douré

A large, handwritten signature in black ink, appearing to read "N'Douré".

Son Excellence
Monsieur DEAN RUSK
*Secrétaire d'Etat
des Etats-Unis d'Amérique*

Translation

EMBASSY OF THE
REPUBLIC OF MALI
WASHINGTON

No. 65/524/AMW

JULY 21, 1965

EXCELLENCY:

I have the honor to acknowledge receipt of your note dated July 15, 1965, which reads as follows:

[For the English language text see *ante*, p. 1109.]

I am happy to inform you of my government's agreement to the terms of your note reproduced above.

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

[SEAL] H. N'DOURÉ

Hamaciré N'Douré
*Minister of Cooperation and
Technical Assistance*

His Excellency
DEAN RUSK,
*Secretary of State of the
United States of America.*

MEXICO

Air Transport Services

Agreements extending the agreement of August 15, 1960, as extended and complemented.

Effectuated by exchange of notes

Signed at México July 15, 1965;

Entered into force July 16, 1965.

And exchange of notes

Signed at México June 30, 1965;

Entered into force July 1, 1965.

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 103

MEXICO, D.F., July 15, 1965

EXCELLENCY:

I have the honor to refer to the Air Transport Services Agreement of August 15, 1960, [¹] between the Government of the United States of America and the Government of the United Mexican States, as extended for one year by an exchange of notes on August 15, 1963, [²] and as further extended through June 30, 1965 by an exchange of notes on August 14, 1964, [³] and as further extended through July 15, 1965 by an exchange of notes on June 30, 1965.

Negotiations between representatives of our two Governments were concluded in Mexico City on July 15, 1965 regarding the terms of a new agreement governing air transport services between our two countries, subsequent to the expiration of the cited Agreement, which is scheduled to expire on July 15, 1965. It is my understanding that the negotiations have been completed and agreement reached on an ad referendum basis. The representatives of both Governments have agreed that the present Agreement should be extended through August 4, 1965, to permit the orderly review of the text of the new Agreement by both Governments, and preparation of the new Agreement for formal signature. Such extension will become effective as of July 16, 1965, immediately upon the expiration of the present Agreement on July 15, 1965, and will remain in force and effect through August 4, 1965.

¹ TIAS 4675; 12 UST 60; see also TIAS 5897, *post*, p. 1715.

² Should read "August 14"; TIAS 5513; 15 UST 10.

³ TIAS 5648; 15 UST 1784.

Accordingly, if the Government of the United Mexican States is agreeable to such an extension, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an extension of the Air Transport Services Agreement between our two Governments through August 4, 1965.

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

FULTON FREEMAN

His Excellency

ANTONIO CARRILLO FLORES,
Secretary of Foreign Relations,
Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

506922

México, D.F., a 15 de julio de 1965.

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia, número 103 fechada hoy, acerca del Convenio sobre Transportes Aéreos celebrado entre los Gobiernos de México y Estados Unidos de América el 15 de agosto de 1960, prorrogado por un año mediante Canje de Notas efectuado el 15 de agosto de 1963 y posteriormente extendido hasta el 30 de junio de 1965 por Canje de Notas del 14 de agosto de 1964, y prorrogado hasta el 15 de julio de 1965 por Canje de Notas del 30 de junio último.

Efectivamente las negociaciones entre los representantes de nuestros Gobiernos sobre los términos de un nuevo Convenio entre nuestros dos países a partir de la expiración del citado Convenio cuyo término fue propuesto para el 30 de junio de 1965, concluyeron en la ciudad de México el 15 de julio en curso. Tengo conocimiento de que habiendo concluido las negociaciones, se ha llegado a un acuerdo entre las Delegaciones de México y los Estados Unidos de América para perfeccionar un nuevo Convenio cuyos términos han sido aprobados por ellas ad referendum. Con objeto de que ambos Gobiernos estén en aptitud de revisar el texto del nuevo Convenio antes de proceder a su firma, las Delegaciones de ambos países han acordado que el presente Convenio de Transportes Aéreos se prorrogue a partir del 16 de julio hasta el 4 de agosto de 1965.

Me es grato manifestar a Vuestra Excelencia que mi Gobierno está de acuerdo en la extensión de que se trata y que, por lo tanto, su referida nota y la presente constituyen un Acuerdo de prórroga del vigente Convenio de Transportes Aéreos entre nuestros dos Gobiernos, hasta el 4 de agosto de 1965.

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

ANTONIO CARRILLO

Excelentísimo Señor FULTON FREEMAN,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

506922

MEXICO, D.F., July 15, 1965

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 103 of this date concerning the Air Transport Services Agreement concluded between the Governments of Mexico and the United States of America on August 15, 1960, as extended for one year by an exchange of notes on August 15, 1963, and as further extended through June 30, 1965 by an exchange of notes on August 14, 1964, and as extended through July 15, 1965 by an exchange of notes on June 30, 1965.

In fact, negotiations between representatives of our Governments were concluded in Mexico City on July 15, 1965, regarding the terms of a new agreement between our two countries, subsequent to the expiration of the cited Agreement, which was scheduled to expire on June 30, 1965. It is my understanding that the negotiations have been completed and agreement has been reached between the representatives of Mexico and the United States of America to conclude a new agreement, the terms of which have been approved by them ad referendum. The representatives of both countries have agreed that the present Air Transport Services Agreement should be extended from July 16 through August 4, 1965, to permit both Governments to review the text of the new Agreement before signing it.

I am happy to inform Your Excellency that my Government is agreeable to such an extension and that, consequently, your note referred to above and this note shall constitute an agreement extending the existing Air Transport Services Agreement between our two Governments through August 4, 1965.

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

ANTONIO CARRILLO

His Excellency
FULTON FREEMAN,
*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 3

MEXICO, D.F., June 30, 1965

EXCELLENCY:

I have the honor to refer to the Air Transport Services Agreement of August 15, 1960, between the Government of the United States of America and the Government of the United Mexican States, as extended for one year by an exchange of notes on August 15, 1963, and as further extended through June 30, 1965 by an exchange of notes on August 14, 1964.

Negotiations between representatives of our two Governments were initiated in Mexico City on May 25, 1965, regarding the terms of an agreement governing air transport services between our two countries subsequent to the expiration of the cited Agreement, which is scheduled to expire on June 30, 1965. It is my understanding that since the negotiations have not yet been completed, the representatives of both Governments have agreed that the present Agreement should be extended for fifteen days. Such extension will become effective as of July 1, 1965, immediately upon the expiration of the present Agreement on June 30, 1965, and will remain in force and effect through July 15, 1965.

Accordingly, if the Government of the United Mexican States is agreeable to such an extension, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an extension of the present Air Transport Services Agreement between our two Governments through July 15, 1965.

I take this occasion to renew to Your Excellency the assurances of my highest consideration.

FULTON FREEMAN

His Excellency

ANTONIO CARRILLO FLORES
Secretary of Foreign Relations
Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

No. 506359.

MÉXICO, D.F., a 30 de junio de 1965.

SEÑOR EMBAJADOR:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 3 fechada hoy, acerca del Convenio sobre Transportes Aéreos celebrado entre los gobiernos de México y los Estados Unidos de América el 15 de agosto de 1960, prorrogado por un año mediante Canje de Notas efectuado el 15 de agosto de 1963 y posteriormente extendido hasta el 30 de junio de 1965, a partir del 14 de agosto de 1964.

Efectivamente, las negociaciones entre los representantes de nuestros Gobiernos se iniciaron en esta capital el 25 de mayo de 1965 con objeto de establecer los términos de un nuevo Convenio que regule los servicios de transporte aéreo entre nuestros dos países a partir de la expiración del citado Convenio, cuyo término se previó para el 30 de junio de 1965. Manifiesta Vuestra Excelencia que en virtud de que las negociaciones no han concluido todavía, los representantes de ambos Gobiernos han acordado que el presente Acuerdo se extienda por quince días. Dicha extensión comenzará a surtir efectos a partir del día 10. de julio de 1965, inmediatamente después de la expiración del vigente Acuerdo el 30 de junio de 1965, y permanecerá en vigor hasta el 15 de julio del presente año.

Me es grato manifestar a Vuestra Excelencia que mi Gobierno está de acuerdo en la extensión de que se trata y que, por lo tanto, su referida nota y la presente, constituyen un acuerdo de prórroga del presente Convenio de Transportes Aéreos entre nuestros Gobiernos, hasta el 15 de julio de 1965.

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

ANTONIO CARRILLO

Excelentísimo señor

FULTON FREEMAN,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Ciudad.*

Translation

MINISTRY OF FOREIGN RELATIONS
UNITED MEXICAN STATES
MEXICO

No. 506359

MEXICO, D.F., June 30, 1965

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 3 of this date concerning the Air Transport Services Agreement concluded between the Governments of Mexico and the United States of America on August 15, 1960, as extended for one year by an exchange of notes on August 15, 1963, and as further extended as of August 14, 1964 through June 30, 1965.

As a matter of fact, negotiations between the representatives of our Governments were initiated in this capital on May 25, 1965, for the purpose of working out the terms of a new agreement governing air transport services between our two countries upon the expiration of the cited Agreement, which is scheduled to expire on June 30, 1965. Your Excellency states that since the negotiations have not yet been completed, the representatives of both Governments have agreed that the present Agreement should be extended for fifteen days. Such extension will become effective as of July 1, 1965, immediately upon the expiration of the present Agreement on June 30, 1965, and will remain in force through July 15 of this year.

I am happy to inform Your Excellency that my Government is agreeable to this extension and that, consequently, your note and this note shall constitute an agreement on the extension of the present Air Transport Services Agreement between our Governments through July 15, 1965.

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

ANTONIO CARRILLO

His Excellency

FULTON FREEMAN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

ETHIOPIA

Agricultural Commodities: Sales Under Title IV [¹]

*Agreement signed at Addis Ababa August 17, 1965;
Entered into force August 17, 1965.
With exchange of notes.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Imperial Ethiopian Government:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Ethiopia;

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 Ethiopia under long-term supply and credit arrangements, the resources and manpower of Ethiopia 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 Ethiopia pursuant to Title IV of the Agricultural Trade Development and Assistance Act, [²] as amended (hereinafter referred to as the "Act");

Have agreed as follows:

¹ Also TIAS 5937; *post*, p. 2019.

² 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

ARTICLE ICOMMODITY SALES PROVISIONS

1. Subject to the annual review for which provision is made in paragraph two, to issuance by the Government of the United States of America and acceptance by the Imperial Ethiopian Government 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 those periods specified in the commodity table which appears below, 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 Imperial Ethiopian Government, of the following:

Commodity	Supply Period	Approximate Maximum Quantity (bales)	Maximum Export Market Value To Be Financed (1,000)
Cotton	United States Fiscal Year 1966	20,000	\$2,640
Ocean Transportation (estimated)			70
Subtotal			
Cotton	United States Fiscal Year 1967	20,000	\$2,710
Ocean Transportation (estimated)			70
Subtotal			\$2,710
TOTAL			\$5,420

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 may limit the amount of financing provided in the credit purchase authorizations as price declines or other marketing factors require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the Agreement.

2. The two Governments will review annually supply and requirement 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 approximate maximum quan-

tities to be supplied and export market value to be financed for any period after United States fiscal year 1966.

3. Credit purchase authorizations will include provisions relating to sale and delivery and other relevant matters.

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, and delivery is unnecessary or undesirable.

ARTICLE II

CREDIT PROVISIONS

1. The Imperial Ethiopian Government 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 commodities delivered in each calendar year under this Agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in nineteen approximately equal annual payments, the first of which shall become due two years after the date of 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 begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payments of principal become due. The interest shall be computed at the rate of one per cent per annum during the period from the date of last delivery of commodities in such calendar year and the due date of the first annual payment of principal and at two and one-half per cent per annum thereafter.

4. All payments shall be made in United States dollars and the Imperial Ethiopian Government shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation 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 last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE III

GENERAL PROVISIONS

1. The Imperial Ethiopian Government 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 (unless 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 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 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 sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Imperial Ethiopian Government will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE IV

CONSULTATIONS

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 at Addis Ababa in duplicate this seventeenth day of August, 1965.

**FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:** **FOR THE IMPERIAL ETHIOPIAN
GOVERNMENT:**

SHELDON B VANCE

MULATU DEBEBE

[SEAL]

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

No. 99

ADDIS ABABA, August 17, 1965.

EXCELLENCY;

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Imperial Ethiopian Government signed today, and to confirm my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Imperial Ethiopian Government agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Imperial Ethiopian Government agrees to furnish quarterly: (a) statement of measures it has taken to prevent the resale or transshipment of commodities furnished; (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations; and (c) a statement by the Imperial Ethiopian Government showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

2. Any Ethiopian dollars resulting from the sale within Ethiopia of the commodities purchased pursuant to the Agreement which are loaned by the Imperial Ethiopian Government to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Ethiopia.

3. As agreed in conversations which have taken place between representatives of our two Governments, the Imperial Ethiopian Government will use the Ethiopian dollars resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

4. The Imperial Ethiopian Government further agrees to furnish the Government of the United States of America semiannual reports showing the total Ethiopian dollars available to the Imperial Ethiopian Government from the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

5. In agreeing that the delivery of cotton pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Imperial Ethiopian Government agrees that it will, during each United States fiscal year in which the cotton purchased under the Agreement is being imported, import with its own resources from Free World sources which produce cotton, including the United States of America, in addition to the cotton to be programmed under the Agreement, and subject to any adjustment which may be determined during any annual review pursuant to paragraph 2 of Article I of the Agreement, 11,700 bales of cotton, of which at least 4,800 bales will be from the United States of America.

6. It is further understood that should the Imperial Ethiopian Government engage the services of a United States firm or individual as its agent to handle procurement of the commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the agent and the Imperial Ethiopian Government must be submitted to the United States Department of Agriculture for approval prior to the issuance of applicable purchase authorizations.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Imperial Ethiopian Government.

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

SHELDON B. VANCE

His Excellency

ATO YILMA DERESSA,

Minister of Finance,

Imperial Ethiopian Government.

The Ethiopian Vice Minister to the American Chargé d'Affaires ad interim



¶/17742
No. _____
Addis Ababa 17 August, 1965
D.

DEAR MR. VANCE:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Imperial Ethiopian Government signed today.

This will confirm your understanding, as expressed in your supplementary Note of today's date.

Yours sincerely,

[SEAL] MULATU DEBEBE
Vice Minister

SHELDON B. VANCE, Esquire,
Charge d'Affaires ad interim,
American Embassy,
Addis Ababa, Ethiopia.

TIAS 5854

PHILIPPINES

Defense: Cable Communications Facilities

*Agreement effected by exchange of notes
Signed at Manila August 12, 1965;
Entered into force August 12, 1965.*

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 129

MANILA, August 12, 1965.

EXCELLENCY:

I have the honor to refer to Article III, sub-paragraphs 2(d) and 2(e) of the Philippine-United States Military Bases Agreement [¹] setting forth the right of the United States to acquire rights of way for, and to construct, communications facilities including submarine and subterranean cables at United States bases, and to discussions which have taken place between representatives of our two governments regarding the installation of a submarine cable with a terminal facility at San Miguel Communications Station, and to confirm the understandings reached as a result of these discussions as follows:

1. In its approach to the shore at San Miguel Communications Station, the cable will remain on or under the floor of the sea as shown on the attached sketch and will not interfere with fishing, navigation, or public access to the beach;
2. The cable communications system shall not be utilized for any private or commercial purpose, or for any purpose other than defense communications, without the prior approval of the Philippine Government;
3. In accordance with the spirit of Article XXV of the Philippine-United States Military Bases Agreement, the United States shall not transfer its rights and interests in the cable communications system to any third power or to any private person, entity or commercial concern without the prior consent of the Philippine Government;
4. The right of the United States to use the cable communications system shall be co-terminus with the Philippine-United States Military Bases Agreement, or any revision or replacement thereof, unless sooner terminated or extended by mutual agreement;

¹ TIAS 1775; 61 Stat. (pt. 4) 4021.

5. Upon termination of the United States' right to use the cable communications system, all rights and interests of the United States in the system shall, to the extent not covered in Article XVII of the Philippine-United States Military Bases Agreement, be the subject of talks between the two governments.

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.

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

WILLIAM McCORMICK BLAIR Jr

Enclosure:
Sketch

His Excellency

MAURO MENDEZ,
Secretary of Foreign Affairs,
Manila.



100-042

MUNICIPALITY OF
SAN MARCISO

BARRIO LAPAZ

KAYAN RIVER

BOUNDARY

SARAY RIVER

SOUTH

WEST

SEA

PROVINCE

O.F.

ZAMBALIS

CABLE TO BE BURIED APPROX
SIX FEET AT THIS POINT.
WITHIN THE WATER UPTO A
DEPTH OF SIX FEET THE CABLE
WILL BE BURIED APPROX
THREE FEET.

N 88° 00' W

APPROXIMATE LOCATION
OF PROPOSED CABLE TO
RUN INTO SEA

BOUNDARY

BARRIO SAN MIGUEL

BARRIO CALANGAS

MUNICIPALITY OF
SAN ANTONIO

GRAPHIC SCALE

MILES

PLAN SHOWING LOCATION
OF PROPOSED CABLE

CIVIL ENGINEER BR., LOGISTICS DIV.
COMINCHPHL

30 April 1974

CHP SK NO. SCE-261

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

37180

MANILA, August 12, 1965

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 129 dated August 12, 1965 which reads as follows:

"I have the honor to refer to Article III, subparagraphs 2(d) and 2(e) of the Philippine-United States Military Bases Agreement setting forth the right of the United States to acquire rights of way for, and to construct, communications facilities including submarine and subterranean cables at United States bases, and to discussions which have taken place between representatives of our two governments regarding the installation of a submarine cable with a terminal facility at San Miguel Communications Station, and to confirm the understandings reached as a result of these discussions as follows:

1. In its approach to the shore at San Miguel Communications Station, the cable will remain on or under the floor of the sea as shown on the attached sketch and will not interfere with fishing, navigation, or public access to the beach;
2. The cable communications system shall not be utilized for any private or commercial purpose, or for any purpose other than defense communications, without the prior approval of the Philippine Government;
3. In accordance with the spirit of Article XXV of the Philippine-United States Military Bases Agreement, the United States shall not transfer its rights and interests in the cable communications system to any third power or to any private person, entity, or commercial concern without the prior consent of the Philippine Government;
4. The right of the United States to use the cable communications system shall be coterminous with the Philippine-United States Military Bases Agreement, or any revision or replacement thereof, unless sooner terminated or extended by mutual agreement.
5. Upon termination of the United States' right to use the cable communications system, all rights and interests of the United States in the system shall, to the extent not covered in Article XVII of the Philippine-United States Military Bases Agreement, be the subject of talks between the two governments.

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.

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

I am pleased to inform Your Excellency that the terms and conditions set forth in Your Excellency's above-quoted note are acceptable to my Government and that my Government agrees that Your Excellency's note and this reply shall constitute an agreement between our two governments.

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

M MENDEZ

Mauro Mendez

Secretary of Foreign Affairs

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

*Ambassador Extraordinary and Plenipotentiary
of the United States of America
Manila*

SIERRA LEONE

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Signed at Freetown August 14 and 16, 1965;
Entered into force August 16, 1965.*

The Sierra Leonean Minister of External Affairs to the American Ambassador

MINISTRY OF EXTERNAL AFFAIRS
FREETOWN,
SIERRA LEONE.
14th. August, 1965.

SIR,

I have the honour to refer to conversations between representatives of the Government of Sierra Leone and of the Government of the United States of America relating to the possibility of concluding an Agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.^[1] It is proposed that an agreement with respect of this matter be concluded as follows:—

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.
3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of

^[1] TIAS 4893; 12 UST 2633.

cancellation at the convenience of the issuing Government at any time.

Upon the receipt of a reply note from you indicating the concurrence of the Government of the United States of America, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

With sentiments of high esteem.

Yours

C. B. ROGERS-WRIGHT

C. B. Rogers-Wright
Minister of External Affairs.

His Excellency,
THE UNITED STATES AMBASSADOR,
Freetown,
Sierra Leone.

The American Ambassador to the Sierra Leonean Minister of External Affairs

No. 15

FREETOWN, August 16, 1965.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of August 14, 1965, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Sierra Leone relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the international Radio Regulations, Geneva, 1959.

Pursuant to sections 303(l)(2) and 310(a) of the Communications Act of 1934 as amended [¹] (47 U.S.C. 303(l)(2) and 310(a)) the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a

¹ 78 Stat. 202.

reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

In accordance with the suggestion made in Your Excellency's note, that note and this reply note indicating the concurrence of the Government of the United States of America are considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of this reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

ANDREW V. CORRY

The Honorable

C. B. ROGERS-WRIGHT,
Minister of External Affairs,
Tower Hill,
Freetown.

MULTILATERAL

Charter of the United Nations: Amendments to Articles 23, 27, and 61

*Adopted by the General Assembly of the United Nations December
17, 1963;*

*Ratification advised by the Senate of the United States of America
June 3, 1965;*

*Ratified by the President of the United States of America June 11,
1965;*

*Ratification of the United States of America deposited with the
Secretary-General of the United Nations August 31, 1965;*

*Proclaimed by the President of the United States of America
September 13, 1965;*

Entered into force August 31, 1965.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS amendments to Articles 23, 27, and 61 of the Charter of the United Nations were adopted by the General Assembly of the United Nations at its 1285th plenary meeting on December 17, 1963;

AND WHEREAS the texts of the said amendments as set forth in General Assembly Resolution 1991 (XVIII), in the English, French, Spanish, Russian, and Chinese languages, are word for word as follows:

RESOLUTIONS ADOPTED BY THE GENERAL ASSEMBLY**[on the report of the Special Political Committee (A/5675)]****1991 (XVIII). Question of equitable representation on the Security Council and the Economic and Social Council****A****The General Assembly,**

Considering that the present composition of the Security Council is inequitable and unbalanced,

Recognizing that the increase in the membership of the United Nations makes it necessary to enlarge the membership of the Security Council, thus providing for a more adequate geographical representation of non-permanent members and making it a more effective organ for carrying out its functions under the Charter of the United Nations,

Bearing in mind the conclusions and recommendations of the Committee on arrangements for a conference for the purpose of reviewing the Charter,¹

1. Decides to adopt, in accordance with Article 108 of the Charter of the United Nations [²] the following amendments to the Charter and to submit them for ratification by the States Members of the United Nations:

(a) In Article 23, paragraph 1, the word "eleven" in the first sentence shall be replaced by the word "fifteen", and the word "six" in the third sentence by the word "ten";

(b) In Article 23, paragraph 2, the second sentence shall then be reworded as follows:

"In the first election of the non-permanent members after the increase of the membership of the Security Council from eleven to fifteen, two of the four additional members shall be chosen for a term of one year.";

(c) In Article 27, paragraph 2, the word "seven" shall be replaced by the word "nine";

(d) In Article 27, paragraph 3, the word "seven" shall be replaced by the word "nine";

2. Calls upon all Member States to ratify the above amendments in accordance with their respective constitutional processes by 1 September 1965;

¹ A/5487, para. 9. [Footnote in original.]

² TS 993; 59 Stat. 1053.

3. Further decides that the ten non-permanent members of the Security Council shall be elected according to the following pattern:

- (a) Five from African and Asian States;
- (b) One from Eastern European States;
- (c) Two from Latin American States;
- (d) Two from Western European and other States.

1285th plenary meeting,
17 December 1963.

B

The General Assembly,

Recognizing that the increase in the membership of the United Nations makes it necessary to enlarge the membership of the Economic and Social Council, with a view to providing for a more adequate geographical representation therein, and making it a more effective organ for carrying out its function under Chapters IX and X of the Charter of the United Nations,

Recalling Economic and Social Council resolutions 974 B and C (XXXVI) of 22 July 1963,

Bearing in mind the conclusions and recommendations of the Committee on arrangements for a conference for the purpose of reviewing the Charter,²

1. Decides to adopt, in accordance with Article 108 of the Charter of the United Nations, the following amendment to the Charter and to submit it for ratification by the Member States of the United Nations:

“Article 61

“1. The Economic and Social Council shall consist of twenty-seven Members of the United Nations elected by the General Assembly.

“2. Subject to the provisions of paragraph 3, nine members of the Economic and Social Council shall be elected each year for a term of three years. A retiring member shall be eligible for immediate re-election.

“3. At the first election after the increase in the membership of the Economic and Social Council from eighteen to twenty-seven members, in addition to the members elected in place of the six members whose term of office expires at the end of that year, nine additional members shall be elected. Of these nine additional members, the term of office of three members so elected shall expire at the end of one year, and of three other members at the end of two years, in accordance with arrangements made by the General Assembly.

“4. Each member of the Economic and Social Council shall have one representative.”

² A/5487, para. 9. [Footnote in original.]

2. Calls upon all Member States to ratify the above amendment in accordance with their respective constitutional processes by 1 September 1965;

3. Further decides that, without prejudice to the present distribution of seats in the Economic and Social Council, the nine additional members shall be elected according to the following pattern:

- (a) Seven from African and Asian States;
- (b) One from Latin American States;
- (c) One from Western European and other States.

1285th plenary meeting,
17 December 1963.

1991 (XVIII). Question d'une représentation équitable au Conseil de sécurité et au Conseil économique et social

A

L'Assemblée générale,

Considérant que la composition actuelle du Conseil de sécurité est inéquitable et déséquilibrée,

Reconnaissant que, du fait de l'accroissement du nombre des Etats Membres de l'Organisation des Nations Unies, il est nécessaire d'élargir la composition du Conseil de sécurité afin d'y assurer une représentation géographique plus adéquate des membres non permanents et de permettre au Conseil de s'acquitter plus efficacement des fonctions qui lui incombent aux termes de la Charte des Nations Unies,

Considérant les conclusions et recommandations du Comité chargé des dispositions touchant une conférence aux fins d'une révision de la Charte⁷,

1. Décide, conformément à l'Article 108 de la Charte des Nations Unies, d'adopter les amendements suivants à la Charte et de les soumettre à la ratification des Etats Membres de l'Organisation des Nations Unies:

a) Au paragraphe 1 de l'Article 23, remplacer le mot "onze", qui figure dans la première phrase, par le mot "quinze" et le mot "six", qui figure dans la troisième phrase, par le mot "dix";

b) Au paragraphe 2 de l'Article 23, remanier comme suit la deuxième phrase:

"Lors de la première élection des membres non permanents après que le nombre des membres du Conseil de sécurité aura été porté de onze à quinze, deux des quatre membres supplémentaires seront élus pour une période d'un an";

⁷ *Ibid.*, point 21 de l'ordre du jour, document A/5487, par. 9. [Footnote in original.]

c) Au paragraphe 2 de l'Article 27, remplacer le mot "sept" par le mot "neuf";

d) Au paragraphe 3 de l'Article 27, remplacer le mot "sept" par le mot "neuf";

2. *Demande* à tous les Etats Membres de ratifier les amendements ci-dessus, conformément à leurs règles constitutionnelles respectives, au plus tard le 1er septembre 1965;

3. *Décide en outre* que les dix membres non permanents du Conseil de sécurité seront élus d'après les critères suivants:

a) Cinq membres élus parmi les Etats d'Afrique et d'Asie;

b) Un membre élu parmi les Etats d'Europe orientale;

c) Deux membres élus parmi les Etats d'Amérique latine;

d) Deux membres élus parmi les Etats d'Europe occidentale et autres Etats.

*1285ème séance plénière,
17 décembre 1963.*

B

L'Assemblée générale,

Reconnaissant que, du fait de l'accroissement du nombre des Etats Membres de l'Organisation des Nations Unies, il est nécessaire d'élargir la composition du Conseil économique et social en vue d'y assurer une représentation géographique plus adéquate et de permettre au Conseil de s'acquitter plus efficacement des fonctions qui lui incombent aux termes des Chapitres IX et X de la Charte des Nations Unies,

Rappelant les résolutions 974 B et C (XXXVI) du Conseil économique et social, en date du 22 juillet 1963,

Considérant les conclusions et recommandations du Comité chargé des dispositions touchant une conférence aux fins d'une révision de la Charte⁷,

1. *Décide*, conformément à l'Article 108 de la Charte des Nations Unies, d'adopter l'amendement suivant à la Charte et de le soumettre à la ratification des Etats Membres de l'Organisation des Nations Unies:

"Article 61

"1. Le Conseil économique et social se compose de vingt-sept Membres de l'Organisation des Nations Unies, élus par l'Assemblée générale.

"2. Sous réserve des dispositions du paragraphe 3, neuf membres du Conseil économique et social sont élus chaque année pour une période de trois ans. Les membres sortants sont immédiatement rééligibles.

"3. Lors de la première élection qui aura lieu après que le nombre des membres du Conseil économique et social aura été porté de dix-huit à vingt-sept, neuf membres seront élus en plus de ceux qui

auront été élus en remplacement des six membres dont le mandat viendra à expiration à la fin de l'année. Le mandat de trois de ces neuf membres supplémentaires expirera au bout d'un an et celui de trois autres au bout de deux ans, selon les dispositions prises par l'Assemblée générale.

"4. Chaque membre du Conseil économique et social a un représentant au Conseil";

2. *Demande à tous les Etats Membres de ratifier l'amendement ci-dessus, conformément à leurs règles constitutionnelles respectives, au plus tard le 1er septembre 1965;*

3. *Décide en outre que, sans préjudice de la répartition actuelle des sièges au Conseil économique et social, les neuf membres supplémentaires seront élus d'après les critères suivants:*

- a) Sept membres élus parmi les Etats d'Afrique et d'Asie;
- b) Un membre élu parmi les Etats d'Amérique latine;
- c) Un membre élu parmi les Etats d'Europe occidentale et autres Etats.

*1285ème séance plénière,
17 décembre 1963.*

1991 (XVIII). Cuestión de una representación equitativa en el Consejo de Seguridad y en el Consejo Económico y Social

A

La Asamblea General,

Considerando que la actual representación en el Consejo de Seguridad no es equitativa ni equilibrada,

Reconociendo que el aumento del número de Miembros de las Naciones Unidas hace necesario ampliar la composición del Consejo de Seguridad, a fin de propiciar una representación geográfica más adecuada de los miembros no permanentes y convertirlo en un órgano más eficaz para el desempeño de las funciones que le incumben en virtud de la Carta de las Naciones Unidas,

Teniendo presentes las conclusiones y recomendaciones del Comité de preparativos para celebrar una conferencia con el propósito de revisar la Carta⁷,

1. *Decide aprobar, de conformidad con lo dispuesto en el Artículo 108 de la Carta de las Naciones Unidas, las siguientes enmiendas a la Carta y presentarlas a los Estados Miembros de las Naciones Unidas para su ratificación:*

a) En el párrafo 1 del Artículo 23, la palabra "once", en la primera frase, queda sustituida por la palabra "quince", y la palabra "seis" queda sustituida por la palabra "diez" en la tercera frase;

⁷ *Ibid.*, tema 21 del programa, documento A/5487, párr. 9. [Footnote in original.]

b) En el párrafo 2 del Artículo 23, la segunda frase debe decir lo siguiente:

"En la primera elección de los miembros no permanentes que se celebre después de haberse aumentado de once a quince el número de miembros del Consejo de Seguridad, dos de los cuatro miembros nuevos serán elegidos por un período de un año";

c) En el párrafo 2 del Artículo 27, queda sustituida la palabra "siete" por la palabra "nueve";

d) En el párrafo 3 del Artículo 27, queda sustituida la palabra "siete" por la palabra "nueve";

2. *Insta* a todos los Miembros a que ratifiquen las modificaciones arriba indicadas, de conformidad con sus respectivos procedimientos constitucionales, antes del 1º de septiembre de 1965;

3. *Decide además* que los diez miembros no permanentes del Consejo de Seguridad serán elegidos en la siguiente forma:

a) Cinco de entre los Estados de África y Asia;

b) Uno de entre los Estados de Europa Oriental;

c) Dos de entre los Estados de América Latina;

d) Dos de entre los Estados de Europa Occidental y otros Estados.

*1285a. sesión plenaria,
17 de diciembre de 1963.*

B

La Asamblea General,

Reconociendo que el aumento del número de Miembros de las Naciones Unidas hace necesario ampliar la composición del Consejo Económico y Social, a fin de propiciar una representación geográfica más adecuada en el mismo y convertirlo en un órgano más eficaz para el desempeño de sus funciones, conforme a los Capítulos IX y X de la Carta de las Naciones Unidas,

Recordando las resoluciones 974 B y C (XXXVI) del Consejo Económico y Social de 22 de julio de 1963,

Teniendo presentes las conclusiones y recomendaciones del Comité de preparativos para celebrar una conferencia con el propósito de revisar la Carta⁷,

1. *Decide aprobar*, de conformidad con lo dispuesto en el Artículo 108 de la Carta de las Naciones Unidas, la siguiente reforma a la Carta y presentarla a los Miembros de las Naciones Unidas para su ratificación:

"Artículo 61"

"1. El Consejo Económico y Social estará integrado por veintisiete Miembros de las Naciones Unidas elegidos por la Asamblea General.

"2. Salvo lo prescrito en el párrafo 3, nueve miembros del Consejo Económico y Social serán elegidos cada año por un período

de tres años. Los miembros salientes serán reelegibles para el período subsiguiente.

“3. En la primera elección que se celebre después de haberse aumentado de dieciocho a veintisiete el número de miembros del Consejo Económico y Social, además de los miembros que se elijan para sustituir a los seis miembros cuyo mandato expire al final de ese año, se elegirán nueve miembros más. El mandato de tres de estos nueve miembros adicionales así elegidos expirará al cabo de un año, y el de otros tres miembros una vez transcurridos dos años, conforme a las disposiciones que dicte la Asamblea General.

“4. Cada miembro del Consejo Económico y Social tendrá un representante”;

2. *Insta* a todos los Estados Miembros a que ratifiquen la reforma arriba indicada, de conformidad con sus respectivos procedimientos constitucionales y antes del 1º de septiembre de 1965;

3. *Decide además* que, sin afectar la actual distribución de puestos en el Consejo Económico y Social, se elijan los nueve miembros adicionales de la siguiente manera:

- a) Siete de entre los Estados de África y Asia;
- b) Uno de entre los Estados de América Latina;
- c) Uno de entre los Estados de Europa Occidental y otros Estados.

1285a. sesión plenaria,
17 de diciembre de 1963.

1991 (XVIII). Вопрос о справедливом представительстве в Совете Безопасности и в Экономическом и Социальном Совете

A

Генеральная Ассамблея,

принимая во внимание, что состав Совета Безопасности в настоящее время несправедлив и непропорционален,

признавая, что увеличение числа членов Организации Объединенных Наций вызывает необходимость в расширении членского состава Совета Безопасности и в обеспечении таким образом более правильного географического представительства его непостоянных членов; а также в повышении эффективности этого органа для выполнения функций, предусмотренных в Уставе Организации Объединенных Наций,

учитывая заключения и рекомендации Комитета по подготовке конференции с целью пересмотра Устава⁷,

1. постановляет принять, в соответствии со статьей 108 Устава Организации Объединенных Наций, следующие поправки к Уставу и представить их для ратификации государствами-членами Организации Объединенных Наций:

⁷ Там же, пункт 21 повестки дня, документ A/5487, пункт 9.

a) в пункте 1 статьи 23 Устава слово «одиннадцати» в первой фразе заменяется словом «пятнадцати», а слово «шесть» в третьей фразе — словом «десять»;

b) вторая фраза пункта 2 статьи 23 будет гласить:

«При первых выборах испостоянных членов после увеличения числа членов Совета Безопасности с одиннадцати до пятнадцати, два из четырех дополнительных членов избираются на срок в один год».

c) в пункте 2 статьи 27 Устава слово «семи» заменяется словом «девяти»;

d) в пункте 3 статьи 27 Устава слово «семи» заменяется словом «девяти»;

2. призывают все государства, состоящие членами Организации Объединенных Наций, ратифицировать вышеизложенные поправки в соответствии с их конституционной процедурой к 1 сентября 1965 года;

3. постановляют далее, что десять непостоянных членов Совета Безопасности избираются в соответствии со следующим планом:

a) пять — от государств Африки и Азии;
 b) один — от государств Восточной Европы;
 c) два — от государств Латинской Америки;
 d) два — от государств Западной Европы и других государств.

1285-е пленарное заседание,
 17 декабря 1963 года

В

Генеральная Ассамблея,

признавая, что увеличение числа членов Организации Объединенных Наций вызывает необходимость в расширении членского состава Экономического и Социального Совета для обеспечения более правильного географического представительства в нем, а также повышения эффективности этого органа для выполнения функций, возлагаемых на него главами IX и X Устава Организации Объединенных Наций,

ссылаясь на резолюции 974 В и С (XXXVI) Экономического и Социального Совета от 22 июля 1963 года,

учитывая заключения и рекомендации Комитета по подготовке конференции с целью пересмотра Устава⁷,

1. постановляют принять, в соответствии со статьей 108 Устава Организации Объединенных Наций, следующие поправки к Уставу и представить их для ратификации государствами-членами Организации Объединенных Наций:

Статья 61

«1. Экономический и Социальный Совет состоит из двадцати семи членов Организации, избираемых Генеральной Ассамблей.

2. С соблюдением положений, изложенных в пункте 3, девять членов Экономического и Социального Совета избираются ежегодно сроком на три года. Выбывающий член Совета может быть переизбран немедленно.

3. При первых выборах после увеличения числа членов Экономического и Социального Совета с восемнадцати до двадцати семи избираются девять дополнительных членов Совета кроме тех его членов, которые избираются взамен шести членов, срок полномочий которых истекает в конце данного года. Для этих девяти дополнительных членов, срок полномочий трех избранных таким образом членов истекает в конце первого года, а срок полномочий трех других членов — в конце второго года, в соответствии с постановлениями Генеральной Ассамблей.

4. Каждый член Экономического и Социального Совета имеет одного представителя»;

2. призывает все государства, состоящие членами Организации Объединенных Наций ратифицировать вышеизложенные поправки в соответствии с их конструкционной процедурой к 1 сентября 1965 года;

3. постановляет далее, что без ущерба для нынешнего распределения мест в Экономическом и Социальном Совете, девять дополнительных членов избираются в соответствии со следующим планом:

- a) семь — от государств Африки и Азии,
- b) один — от государств Латинской Америки,
- c) один — от государств Западной Европы и других государств.

*1285-е пленарное заседание,
17 декабря 1963 года*

一九九一(十八). 安全理事會及經濟暨
社會理事會席位之公勻分配問題

A

大會，

鑑於安全理事會現行組成方式有欠公允，且不均衡，

確認由於聯合國會員國之增加，實有擴大安全理事會組織之必要，俾非常任理事國席位可得較適當之地域分配，並使該理事會成為更有效之機關，克盡其依據聯合國憲章所擔任之職務，

念及檢討憲章會議籌備委員會之結論與建議，⁷

一. 決定依照聯合國憲章第一百零八條之規定通過下列憲章修正案，提請聯合國會員國批准：

(a) 第二十三條第一項第一句中“十一”兩字改作“十五”，第三句中“六”字改作“十”字；

(b) 第二十三條第二項第一句後半句修訂如下：

⁷ 同上，議程項目二十一，文件 A/5487，第九段。

“安全理事會理事自十一國增至十五國後第一次選舉非常任理事國時，增設之四理事國中兩國之任期應為一年”；

(c) 第二十七條第二項內，“七”字改作“九”字；

(d) 第二十七條第三項內，“七”字改作“九”字；

二、促請全體會員國在一九六五年九月一日以前各依其本國憲法程序批准上述修正案；

三、並決定安全理事會十非常任理事國依下列名額選出之：

(a) 非洲及亞洲國家，五名；

(b) 東歐國家，一名；

(c) 拉丁美洲國家，兩名；

(d) 西歐及其他國家，兩名。

一九六三年十二月十七日，
第一二八五次全體會議。

B

大會，

確認由於聯合國會員國之增加，實有擴大經濟暨社會理事會組織之必要，俾理事國席位可得較適當之地域分配，並使該理事會成為更有效之機關，克盡其依據憲章第九章及第十章所擔任之職務，

察及經濟暨社會理事會一九六三年七月二十二日決議案九七四B及C(三十六)，

念及檢討憲章會議籌備委員會之結論與建議，⁷

一、決定依照聯合國憲章第一百零八條之規定通過下列憲章修正案，提請聯合國會員國批准：

“第六十一條

“一、經濟暨社會理事會由大會選舉聯合國二十七會員國組織之。

“二、除第三項所規定外，經濟暨社會理事會每年選舉理事九國，任期三年；任滿之理事得即行連選。

“三、經濟暨社會理事會理事自十八國增至二十七國後第一次選舉時，除選出理事六國接替任期至該年底屆滿之理事國外，應另選增設之理事九國，其中三國任期一年，另三國任期二年，一依大會所定辦法。

“四、經濟暨社會理事會之每一理事國應有代表一人”；

二. 促請全體會員國在一九六五年九月一日以前各依其本國憲法程序批准上述修正案；

三. 並決定：以不妨礙經濟暨社會理事會席位之現行分配辦法為限，增設之九理事依下列名額選出之：

- (a) 非洲及亞洲國家，七名；
- (b) 拉丁美洲國家，一名；
- (c) 西歐及其他國家，一名。

一九六三年十二月十七日，
第一二八五次全體會議。

AND WHEREAS the Senate of the United States of America by their resolution of June 3, 1965, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said amendments;

AND WHEREAS the said amendments were duly ratified by the President of the United States of America on June 11, 1965, in pursuance of the aforesaid advice and consent of the Senate;

AND WHEREAS the instrument of ratification by the United States of America of the said amendments was duly deposited with the Secretary-General of the United Nations on August 31, 1965;

AND WHEREAS it is provided in Article 108 of the Charter of the United Nations that amendments to the said Charter shall come into force for all Members of the United Nations when they have been adopted by a vote of two thirds of the members of the General Assembly and ratified in accordance with their respective constitutional processes by two-thirds of the Members of the United Nations, including all the permanent members of the Security Council;

AND WHEREAS the said amendments adopted on December 17, 1963 were adopted by a vote of two-thirds of the members of the General Assembly and, according to notification given by the Secretary-General of the United Nations, the said amendments were brought into force on August 31, 1965, by virtue of the ratification of the said amendments in accordance with their respective constitutional processes by two-thirds of the Members of the United Nations, including all the permanent members of the Security Council;

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 amendments to Articles 23, 27, and 61 of the Charter of the United Nations, to the end that the same and every article and clause thereof may be observed and fulfilled with good faith, on and from August 31, 1965, 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 thirteenth day of September
in the year of our Lord one thousand nine hundred sixty-five
[SEAL] and of the Independence of the United States of America
the one hundred ninetieth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

PERU

Education: Educational Commission and Financing of Exchange Programs

*Agreement signed at Lima January 28, 1965;
Entered into force August 25, 1965.*

<p>AGREEMENT between</p> <p>THE GOVERNMENT OF THE UNITED STATES OF AMERICA and</p> <p>THE GOVERNMENT OF PERU</p> <p>FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS</p>	<p>ACUERDO entre</p> <p>EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA</p> <p>y</p> <p>EL GOBIERNO DE LA REPUBLICA PERUANA</p> <p>PARA FINANCIAR CIERTOS PROGRAMAS DE INTERCAMBIO EDUCATIVO</p>
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The Government of the United States of America and the Government of Peru;

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

Have agreed as follows:

ARTICLE I

There shall be established a Commission to be known as the Commission for Educational Exchange between the United States and Peru (hereinafter designated "the Commission"), which shall be recognized by the Government of the United States of America and the Government of Peru 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 III 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 expenditures of currencies and credits for currencies for the purposes set forth in the present Agreement. The funds and property which may be acquired with these funds in furtherance of the purposes of this Agreement, shall be regarded in Peru 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

El Gobierno de los Estados Unidos de América y el Gobierno del Perú;

Deseando promover mayor entendimiento mutuo entre los pueblos de los Estados Unidos de América y del Perú mediante un Intercambio más amplio de conocimientos y habilidad profesional por medio de la actividad docente;

Han convenido en lo siguiente:

ARTICULO I

Se establecerá una Comisión que será denominada Comisión Para Intercambio Educativo entre los Estados Unidos y el Perú (a la cual en adelante se le designará "la Comisión"), que será reconocida por el Gobierno de los Estados Unidos de América y por el Gobierno del Perú como una organización creada y establecida para facilitar la administración de un programa educativo que será financiado con fondos que el Gobierno de los Estados Unidos de América pondrá a disposición de la Comisión.

Con excepción de lo que se dispone en el Artículo III de este Acuerdo, la Comisión no estará sujeta a las leyes domésticas y locales de los Estados Unidos de América en lo que se relacionan al uso y desembolso de dinero y créditos para los fines expuestos en el presente Acuerdo. Los fondos y bienes que pudieran adquirirse con estos fondos para el fomento de los fines de este Acuerdo, serán considerados en el Perú como propiedad de un Gobierno extranjero.

Los fondos disponibles de conformidad con el presente Acuerdo, dentro de las condiciones y limitaciones que se exponen a continuación, se usarán por la Comisión o cualquier otro órgano que acuerden el Gobierno de los Estados

the United States of America and the Government of Peru 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 Peru, and (ii) of or for citizens and nationals of Peru in United States 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 Peru 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 III hereof.

ARTICLE II

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, instructors, resident in Peru, and institutions of Peru qualified to participate in the program.

Unidos de América, y el Gobierno del Perú, para los siguientes propósitos:

- (1) financiar estudios, investigaciones, enseñanza y otras actividades educativas (i) de o para ciudadanos y nacionales de los Estados Unidos de América en el Perú, y (ii) de o para ciudadanos y nacionales del Perú en escuelas e instituciones de enseñanza norteamericanas ubicadas en o fuera de los Estados Unidos de América;
- (2) financiar visitas e intercambios entre los Estados Unidos de América y el Perú de estudiantes, aprendices, maestros, instructores y profesores; y
- (3) financiar otros programas y actividades afines, educativos y culturales, que estén estipulados en presupuestos aprobados de acuerdo con el Artículo III de este Acuerdo.

ARTICULO II

Para apoyar los fines antes mencionados, la Comisión podrá, sujeta a las provisiones del presente Acuerdo, ejercitarse todos los poderes necesarios para llevar a cabo los fines del presente Acuerdo, incluyendo lo siguiente:

- (1) Proyectar, adoptar y efectuar programas de conformidad con los propósitos del presente Acuerdo;
- (2) recomendar a la Junta de Becas Extranjeras de los Estados Unidos de América, a estudiantes, aprendices, profesores, investigadores, maestros e instructores, residentes en el Perú, y a instituciones del Perú calificados para participar en el programa;

- (3) 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 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 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 of 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.
- (3) recomendar a la citada Junta de Becas Extranjeras los requisitos para la selección de participantes en los Programas que estime necesarios para lograr los propósitos y fines del presente Acuerdo;
- (4) adquirir, retener y disponer de bienes a nombre de la Comisión en la forma que la Comisión considere necesario o deseable, siempre que la adquisición de cualquier bien inmueble se sujete a la aprobación previa del Secretario de Estado;
- (5) autorizar al Tesorero de la Comisión o a cualquiera otra persona que la Comisión designe para recibir fondos que serán depositados en cuentas bancarias a nombre del Tesorero de la Comisión o de cualquiera otra persona que sea designada para ello. El nombramiento del Tesorero o de dicho designatario será aprobado por el Secretario de Estado. El Tesorero depositará los fondos recibidos en un depositario o depositarios designado por el Secretario de Estado;
- (6) autorizar el desembolso de fondos y el otorgamiento de becas y el adelanto de fondos para los fines autorizados del presente Acuerdo, incluyendo pago de transporte, derechos de enseñanza, mantenimiento y otros gastos concomitantes;
- (7) tomar disposiciones para la auditoría periódica de las cuentas del Tesorero de la Comisión según instrucciones específicas de Auditores seleccionados por el Secretario de Estado;

- | | |
|---|---|
| (8) Incur administrative expenses as may be deemed necessary out of funds made available under the present Agreement. | (8) contraer gastos administrativos cuando sean necesarios de los fondos disponibles de conformidad con el presente Acuerdo; |
| (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 Government of Peru as provided in Article VI hereof, and provided that no objection is interposed by either the Secretary of State or the Government of Peru to the Commission's actual or proposed role therein. | (9) administrar o ayudar en administrar o bien facilitar programas y actividades educativas y culturales que promueven los fines del presente Acuerdo pero que no son financiados con fondos facilitados por este Acuerdo, siempre que tales programas y actividades y el papel de la Comisión en ellos esté enteramente descrito en informes anuales o especiales presentados al Secretario de Estado y al Gobierno del Perú, como lo establece el Artículo VI de este Acuerdo, y siempre que el Secretario de Estado o el Gobierno del Perú no interpongan objeción al papel efectivo o propuesto de la Comisión en dichos programas o actividades. |

ARTICLE III

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 IV

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 Peru. In addition, the principal officer in charge of the Diplomatic Mission of the United States of America to Peru (hereinafter designated "Chief of Mission") shall be Honorary Chairman of the Commission, without the right to vote, except that he shall cast the deciding vote in the event of a tie vote by the Commission. He shall have the power of appointment and removal of all

Todos los compromisos, obligaciones, y gastos autorizados por la Comisión se efectuarán de conformidad con un presupuesto anual, que será aprobado por el Secretario de Estado.

ARTICULO III

La Comisión estará compuesta de ocho miembros, cuatro de los cuales serán ciudadanos de los Estados Unidos de América y los otros cuatro serán ciudadanos del Perú. Además, el funcionario principal de la Misión Diplomática de los Estados Unidos de América en el Perú (a quien en adelante se le denominará "Jefe de Misión") será Presidente honorario de la Comisión, sin derecho a voto, pero en caso de producirse un empate en la votación entre los miembros de la Comisión decidirá el empate con su voto. Dicho

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 Peru; 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 December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Peru, 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 V

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 VI

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

ARTICLE VII

The principal office of the Commission shall be in the capital city of Peru

funcionario tendrá autorización para nombrar y remover a todos los miembros de la Comisión. Dos de los ciudadanos de los Estados Unidos de América serán funcionarios del Servicio del Exterior de los Estados Unidos establecido en el Perú; uno de ellos actuará como Presidente de la Comisión y el otro como Tesorero.

Los miembros de la Comisión desempeñarán el cargo desde la fecha de su nombramiento hasta el 31 de Diciembre siguiente y podrán ser reelegidos. Las vacantes que se produzcan por motivo de renuncia, cambio de residencia fuera del Perú, expiración de servicios y otros motivos, se llenarán de conformidad con el procedimiento señalado en este Artículo para los nombramientos.

Los miembros de la Comisión desempeñarán sus funciones sin retribución alguna pero la Comisión podrá autorizar el pago de los gastos que sean necesarios para que ellos asistan a las juntas oficiales y para el desempeño de otras funciones oficiales que les designe la Comisión.

ARTICULO V

La Comisión adoptará los estatutos y nombrará a los comités que estime necesario para dirigir los asuntos de la Comisión.

ARTICULO VI

Se prepararán informes anuales, aceptables en forma y contenido al Secretario de Estado, sobre las actividades de la Comisión los cuales se elevarán al Secretario de Estado y al Gobierno del Perú. Podrán prepararse informes especiales cuando la Comisión lo determine o a pedido del Secretario de Estado o del Gobierno del Perú.

ARTICULO VII

La sede principal de la Comisión estará situada en la ciudad Capital del

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 VIII

The Government of the United States of America and the Government of Peru agree that there may be used for the purposes of this Agreement any funds, including currency of Peru, 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.

The Secretary of State 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 limitation established pursuant to Article III of the present Agreement be expended by the Commission.

ARTICLE IX

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

ARTICLE X

Wherever, in the present Agreement, the term "Secretary of State" is used, it shall be understood to mean the

Perú, pero las reuniones de la Comisión y de cualquiera de sus comités podrán celebrarse en los lugares que la Comisión de tiempo determine, y las actividades de cualquiera de los funcionarios o del personal de la Comisión podrán llevarse a cabo en los lugares que la Comisión autorizare.

ARTICULO VIII

El Gobierno de los Estados Unidos de América y el Gobierno del Perú convienen en que podrán usarse para los fines de este Acuerdo cualesquier fondos, incluyendo sumas en moneda peruana, que el Gobierno de Estados Unidos de América retenga o tenga disponibles para estos fines.

La ejecución de este Acuerdo estará sujeta a la disponibilidad de las sumas votadas para el Secretario de Estado, cuando lo exijan las leyes de los Estados Unidos de América.

El Secretario de Estado facilitará los fondos para los gastos autorizados por la Comisión en las cantidades que se requieran para los fines de este Acuerdo; pero en ningún caso podrán ser gastadas por la Comisión cantidades que excedan las limitaciones presupuestarias establecidas de acuerdo con el Artículo III del presente Acuerdo.

ARTICULO IX

El Gobierno de los Estados Unidos de América y el Gobierno del Perú harán todo esfuerzo para facilitar el programa de intercambio de personas autorizado en este Acuerdo y en la Convención para Promover las Relaciones Culturales Interamericanas, así como para resolver los problemas que pudieran surgir de su funcionamiento.

ARTICULO X

Dondequier que en el presente Acuerdo se use el término "Secretario de Estado", se entenderá que significa

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.

el Secretario de Estado de los Estados Unidos de América o cualquier funcionario o empleado del Gobierno de los Estados Unidos de América designado por él para actuar en su nombre.

ARTICLE XI

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 Peru.

ARTICLE XII

The present agreement shall come into force on the date of the notice by which the Government of Peru informs the Government of the United States of America that the procedures required for its entry into force have been accomplished. The agreement between the Government of the United States of America and the Government of Peru signed at Lima on May 3, 1956, as amended, [¹] shall be thereupon terminated.

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

DONE at Lima, in duplicate, in the English and Spanish languages this twenty-eighth day of January, one thousand nine hundred sixty five.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



[SEAL]

[²]



[SEAL]

[³]

¹ TIAS 3502, 3859, 4398, 5045; 7 UST 259; 8 UST 965; 10 UST 3185; 13 UST 1033.

² J. Wesley Jones.

³ Fernando Schwallb López Aldana.

ARTICULO XI

El presente Acuerdo podrá ser enmendado mediante el canje de notas diplomáticas entre el Gobierno de los Estados Unidos de América y el Gobierno del Perú.

ARTICULO XII

El presente acuerdo entrará en vigencia en la fecha en que el Gobierno del Perú notifique al Gobierno de los Estados Unidos de América que los procedimientos exigidos para que pueda comenzar a regir han sido cumplidos. El acuerdo entre el Gobierno de los Estados Unidos de América y el Gobierno del Perú suscrito el 3 de mayo de 1956 con sus modificaciones quedará en esa fecha terminado.

EN FE DE LO CUAL los suscritos, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Acuerdo.

HECHO en Lima, en duplicado, en los idiomas inglés y español, a los veintiocho días del mes de enero de mil novecientos sesenta y cinco.

POR EL GOBIERNO DE LA REPUBLICA PERUANA.

BELGIUM

Mutual Defense Assistance

Agreement amending annex B to the agreement of January 27, 1950.

Effectuated by exchange of notes

Signed at Brussels July 23 and August 20, 1965;

Entered into force August 20, 1965.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 4

BRUSSELS, July 23, 1965

EXCELLENCY:

I have the honor to refer to this Embassy's note No. 21 of August 4, 1964 and to note No. 3001 of July 2, 1965 from the Ministry of Foreign Affairs [¹] regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Belgium [²] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1965. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1964 to June 30, 1965, and that no other change in the text need be made. It is accordingly proposed that the text of Annex B be amended to read as follows:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Embassy at Luxembourg, not to exceed in total 40,000,000 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1964-June 30, 1965."

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Belgian Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two Govern-

¹ Not printed.

² TIAS 2010; 1 UST 10.

ments on this subject which shall enter into force on the date of Your Excellency's note.

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

RIDGWAY B. KNIGHT

His Excellency

PAUL-HENRI SPAAK,

Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

Ministère des Affaires Étrangères
et du Commerce Extérieur

Direction Générale de la Politique

P/West

N° D 7 D/3257

BRUXELLES, le 20-8-1965

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence, du 23 juillet 1965, n° 4, ayant pour objet la modification pour l'exercice fiscal 1964/1965 de l'annexe B de l'Accord pour la Défense mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant:

"En exécution du paragraphe 1 de l'article V de l'Accord d'aide pour la Défense mutuelle, le Gouvernement belge, conjointement avec le Gouvernement luxembourgeois, déposera, lorsqu'il en sera prié, à un compte désigné par l'Ambassade des Etats-Unis à Bruxelles et l'Ambassade des Etats-Unis à Luxembourg, à l'usage de ces dernières, au nom du Gouvernement des Etats-Unis, des francs belges et luxembourgeois, dont le total ne dépassera pas 40.000.000 de francs belges et luxembourgeois, en vue du règlement des dépenses administratives en Belgique et au Luxembourg résultant de l'exécution de cet Accord pour la période du 1er juillet 1964 au 30 juin 1965."

Je marque également mon accord pour considérer que la note de Votre Excellence, en date du 23 juillet 1965, et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui entrera en vigueur à la date de ce jour.

Je saisir cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence l'assurance de ma très haute considération.

Le Ministre des Affaires Etrangères,
P. H. SPAAK

A Son Excellence
Monsieur R. B. KNIGHT,
*Ambassadeur des Etats-Unis d'Amérique,
Bruxelles.*

Translation

Ministry of Foreign Affairs
and Foreign Commerce

Policy Division
P/West

No. D 7 D/3257

BRUSSELS, August 20, 1965

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 4, dated July 23, 1965, the purpose of which is the revision, for the fiscal year 1964/1965, of Annex B to the Mutual Defense Agreement between Belgium and the United States of America.

I wish to inform Your Excellency that the Belgian Government agrees to the following text:

[For the English language text see *ante*, p. 1157.]

I wish also to inform you that I concur in considering that Your Excellency's note dated July 23, 1965, and this reply constitute an agreement between the two Governments on this subject, which shall enter into force today.

Accept, Excellency, the renewed assurance of my very high consideration.

P. H. SPAAK
Minister of Foreign Affairs

His Excellency
R. B. KNIGHT,
*Ambassador of the
United States of America,
Brussels.*

PERU

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Signed at Lima June 28 and August 11, 1965;
Entered into force August 11, 1965.*

The Peruvian Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (Du): 6-3-84

LIMA, 28 de junio de 1965.

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia con referencia a las conversaciones habidas entre representantes de los Gobiernos del Perú y de los Estados Unidos de América, respecto a la posibilidad de celebrar un acuerdo entre los dos Gobiernos, relativo al otorgamiento recíproco de autorizaciones a radio operadores aficionados que tengan licencia de cualquiera de los dos países, para que puedan operar sus estaciones en el otro país, de conformidad con las disposiciones del artículo 41 del Reglamento Internacional de Radio, suscrito en Ginebra en 1959.

En consonancia con las disposiciones contenidas en el inciso d) del Artículo 06-19 del Reglamento General de Telecomunicaciones del Perú, me complazco en proponer a Vuestra Excelencia un acuerdo que conste de los siguientes puntos:

1.-Los nacionales de ambos países que tengan licencia de su Gobierno como radio operador aficionado y que operen una estación de radio aficionado también con licencia de su Gobierno, pueden obtener permiso del otro Gobierno para operar dicha estación en el territorio del otro Gobierno, en aplicación del principio de reciprocidad y dentro de las condiciones que se indican a continuación:

2.-Para operar su estación en el otro país, conforme a lo dispuesto en el párrafo 1, los nacionales de la otra parte que tengan licencia como radio operadores aficionados, deberán solicitar autorización de la correspondiente dependencia administrativa del otro Gobierno.

3.-La correspondiente dependencia de cada Gobierno podrá otorgar la autorización mencionada en el párrafo 2 en las condiciones y términos que determine, incluyendo el derecho de cancelarla en cualquier fecha que el Gobierno otorgante crea conveniente.

Al recibo de una nota de Vuestra Excelencia indicando la conformidad del Gobierno de los Estados Unidos de América, esta nota y su respuesta, serán consideradas como un acuerdo entre los dos Gobiernos, que estará vigente desde la fecha de la nota de respuesta, y sujeto a que cualquiera de los dos Gobiernos lo dé por terminado, mediante aviso por escrito, con seis meses de anticipación, de su intención de darle fin.

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


[¹]

Al Excelentísimo señor J. WESLEY JONES,
*Embajador Extraordinario y Plenipotenciario de
 los Estados Unidos de América.
 Ciudad*

Translation

MINISTRY FOR FOREIGN AFFAIRS

No. (Du): 6-3/64

LIMA, June 28, 1965

MR. AMBASSADOR:

I have the honor to address Your Excellency with reference to the conversations between representatives of the Governments of Peru and the United States of America relating to the possibility of concluding an agreement between the two Governments concerning the reciprocal granting of authorizations to licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, signed at Geneva in 1959. [²]

Pursuant to the provisions contained in paragraph (d) of Article 06-19 of the General Telecommunication Regulations of Peru, I am happy to propose to Your Excellency an agreement consisting of the following points:

[For the English language text of points 1-3 see *post*, p. 1162.]

On receiving Your Excellency's note indicating the concurrence of the Government of the United States of America, this note and your reply shall be considered as constituting an agreement between the two Governments, which shall be in force as of the date of the reply note and be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

¹ Fernando Schwalb López Aldana.

² TIAS 4893; 12 UST 2633.

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

FERNANDO SCHWALB LÓPEZ ALDANA

His Excellency

J. WESLEY JONES,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

The American Ambassador to the Peruvian Minister of Foreign Relations

No. 104

LIMA, August 11, 1965.

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note No. (Du): 6-3-/64 of June 28, 1965, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Peru relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

The Government of the United States of America is pleased to propose conclusion of an agreement with respect to this matter on the basis of the points suggested by Your Excellency's note as follows:

1. Nationals of both countries who are licensed by their Government as an amateur radio operator and who operate an amateur radio station also licensed by such Government can obtain permission from the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

2. Nationals of the one Government who are licensed as amateur radio operators shall, in order to operate their station in the other country as provided for in paragraph 1, request authorization from the appropriate administrative agency of the other Government.

3. The appropriate agency of each Government may issue the authorization described in paragraph 2 under such conditions and terms as it may prescribe including the right of cancelling it at the convenience of the issuing Government at any time.

In accordance with the suggestion made in Your Excellency's note, that note and this reply note indicating the concurrence of the Government of the United States of America shall be considered as constituting an agreement between the two Governments, such agreement to be in force as of the date of this reply note and to be

subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

J. WESLEY JONES

His Excellency

Dr. FERNANDO SCHWALB LÓPEZ ALDANA,
Minister of Foreign Relations,
Lima.

MULTILATERAL

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

*Agreement signed at Vienna September 30, 1964;
Entered into force September 10, 1965.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE KINGDOM OF THAILAND AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Kingdom of Thailand (hereinafter called "Thailand") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 13 March 1956,[¹] as amended on 27 March 1957, 11 June 1960, 31 May 1962 and 8 June 1964 [²] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Thailand 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [³] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors Document; and

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States under

¹ TIAS 3522; 7 UST 416.

² TIAS 3842, 4533, 5122, 5765; 8 UST 832; 11 UST 1874; 13 UST 1776; *ante*, p. 91.

³ TIAS 3873; 8 UST 1093.

the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, insofar as it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 19 September 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Thailand hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Thailand provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, 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;
- (b) Reactors specified by Thailand and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total

such power of the reactors thus specified by Thailand under this and all other agreements providing for safeguards by the Agency in Thailand may not exceed 6 thermal megawatts;

- (c) Mines, mining equipment or ore-processing plants.

Section 4. Thailand 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 its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Thailand provided for in the Annex. It is understood that no other rights and obligations of Thailand and the United States between each other under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII, will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Thailand and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Thailand and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to Thailand under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;
- (b) Any transfer from Thailand to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to

safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

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 material, equipment or facility arrives 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 reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Thailand shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Thailand provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. Thailand and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Thailand provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for Thailand to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Thailand and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Thailand or the United States. Such

materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or
- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to Thailand and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within Thailand or the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute,^[1] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Thailand shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency^[2] to Agency inspec-

¹ TIAS 3873; 8 UST 1107.

² 374 UNTS 147.

tors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act [¹] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Thailand or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Thailand nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. 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 so designated shall elect a third, who shall be the Chairman. If within thirty days of the request for arbitration either Party has not designated an arbitrator,

^¹ 59 Stat. 669; 22 U.S.C. § 288 note.

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 the second arbitrator, the third arbitrator has not been elected; or

- (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 elect 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 the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material", and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers

¹ TS 993; 59 Stat. 1059.

to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and U²³³ are the same as for fully enriched uranium. "Party" shall mean the Agency, Thailand or the United States.

Section 24. The terms "the Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Thailand and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.

Section 27. This Agreement shall remain in force until 5 March 1975 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

Done in Vienna, this 30th day of September 1964, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF THE KINGDOM OF THAILAND:

TH. KHOMAN

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

FRANK K. HEFNER

[SEAL]

A N N E X**MATERIALS, EQUIPMENT AND FACILITIES SUBJECT TO
AGENCY SAFEGUARDS**

Inventories, with respect to Thailand and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Thailand and to 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. The principal part of the inventory with respect to Thailand will consist of at least the following categories:
 - (a) Equipment and facilities transferred to Thailand;
 - (b) Material transferred to Thailand, and any substituted material;
 - (c) Special fissionable materials produced in Thailand, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to Thailand will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Thailand the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

NORWAY

Mutual Defense Assistance

Agreement amending annex C to the agreement of January 27, 1950.

Effectuated by exchange of notes

Dated at Oslo August 10 and 24, 1965;

Entered into force August 24, 1965.

The American Ambassador to the Norwegian Minister of Foreign Affairs

No. 2

The Ambassador of the United States of America presents her compliments to His Excellency the Royal Norwegian Minister of Foreign Affairs and, with reference to Paragraph I 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 her Government, to state, for the information of the Minister, that the minimum amount of Norwegian Kroner necessary during the United States fiscal year 1966 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 3,111,600 Norwegian Kroner.

The Ambassador also has the honor to state for the information of the Minister that upon instruction from her Government an additional amount of 440,910 Norwegian Kroner is to be requested from the Norwegian Government. This amount represents money expended by the Government of the United States above and beyond the amount of contributed currency furnished by the Government of Norway implementing the Mutual Defense Assistance Agreement between the United States and Norway for United States fiscal year 1964. In the future, requests for contributed currency made at the beginning of the United States fiscal year will be accompanied by the shortfall figure, if any. It seems most convenient to present the shortfall figure each year for the second previous United States fiscal year. Thus, for example, the fiscal year 1964 shortfall is being presented at the time of the fiscal year 1966 requirements, and the United

¹ TIAS 2016; 1 UST 108.

States fiscal year 1965 shortfall, if any, would be presented at the time of the United States fiscal year 1967 requirements.

Summarized briefly, the contributed currency requirements for the United States fiscal year 1966 are as follows:

	Norwegian Kroner
Estimated regular requirements for the United States fiscal year 1966	3,111,600
Additional amount required to cover United States fiscal year 1964 shortfall	<u>440,910</u>
Total Required	3,552,510

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 3,552,510 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, 1966."

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.

EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo, August 10, 1965.

The Norwegian Ministry of Foreign Affairs to the American Embassy

Ministère Royal
des
Affaires Etrangères

The Royal Ministry of Foreign Affairs has the honour to acknowledge receipt of the Note dated August 10, 1965, from the Embassy of the United States of America, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

The Ministry has the honour to state that the Norwegian Government agrees to the Proposal made in the Embassy's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defence Agreement between the 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 3.552.510 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, 1966."

The Ministry has noted that in the future requests for contributed currency made at the beginning of the United States fiscal year will be accompanied by a shortfall figure, if any, for the second previous United States fiscal year.

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, 1966 is concerned, be subject to confirmation by Norwegian authorities.

The Ministry agrees that the Embassy's Note of August 10, 1965, 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, 24th August 1965

[SEAL]

W K F

THE EMBASSY OF THE UNITED STATES OF AMERICA,
Oslo,

MULTILATERAL

Health: Additional Regulations Amending WHO Regulations No. 2

*Adopted by the Eighteenth World Health Assembly at Geneva May 12, 1965;
Date of entry into force January 1, 1966.*

**RÈGLEMENT ADDITIONNEL DU 12
MAI 1965 AMENDANT LE RÈGLE-
MENT SANITAIRE INTERNA-
TIONAL EN PARTICULIER EN
CE QUI CONCERNE LA DÉSIN-
SECTISATION DES NAVIRES ET
AÉRONEFS ET LES ANNEXES 3
ET 4: MODÈLES DE CERTIFI-
CATS INTERNATIONAUX DE
VACCINATION OU DE REVAC-
CINATION CONTRE LA FIÈVRE
JAUNE ET CONTRE LA VARIOLE**

La Dix-Huitième Assemblée mondiale
de la Santé,

Considérant la nécessité d'amender
certaines dispositions du Règlement
sanitaire international; et

Compte tenu des articles 2 k), 21 a)
et 22 de la Constitution de l'Organisa-
tion mondiale de la Santé,

ADOPTE, ce 12 mai 1965, le Règle-
ment additionnel suivant:

ARTICLE I

Les amendements indiqués ci-dessous
sont apportés aux articles suivants et
aux annexes 3 et 4 du Règlement
sanitaire international:

**ADDITIONAL REGULATIONS OF
12 MAY 1965 AMENDING THE
INTERNATIONAL SANITARY
REGULATIONS IN PARTICULAR
WITH RESPECT TO DISINSECT-
ING OF SHIPS AND AIRCRAFT
AND APPENDICES 3 AND 4:
FORMS OF THE interna-
TIONAL CERTIFICATES OF VAC-
CINATION OR REVACCINATION
AGAINST YELLOW FEVER AND
AGAINST SMALLPOX**

The Eighteenth World Health
Assembly,

Considering the need for the amend-
ment of certain of the provisions of the
International Sanitary Regulations; and

Having regard to Articles 2(k), 21(a)
and 22 of the Constitution of the World
Health Organization, [¹]

ADOPTS, this 12 May 1965, the
following Additional Regulations:

ARTICLE I

In the following articles and in
Appendices 3 and 4 of the International
Sanitary Regulations, [²] there shall be
made the amendments listed below:

¹ TIAS 1808; 62 Stat. (pt. 3) 2681, 2685.

² TIAS 3625; 7 UST 2301, 2302.

Article 73

Dans le paragraphe 3, supprimer les mots "en provenance d'un port ou d'un aéroport" et les remplacer par les mots "quittant un port ou un aéroport".

Article 96

Dans le paragraphe 1, après les mots "à l'arrivée", insérer les mots "sauf lorsque l'administration sanitaire ne l'exige pas, il".¹

Dans le paragraphe 2, supprimer le mot "supplémentaires".

Article 97

Dans le paragraphe 2, supprimer le mot "supplémentaires".

Article 102 (supprimé par le Règlement additionnel de 1956)

Insérer le texte suivant qui constitue un nouvel article 102:

1. Les navires ou aéronefs quittant une circonscription dans laquelle existe la transmission du paludisme ou d'une autre maladie transmise par des moustiques, ou dans laquelle se trouvent des moustiques vecteurs de maladies résistants aux insecticides, sont désinsectisés sous le contrôle de l'autorité sanitaire le plus tard possible avant le départ, sans toutefois retarder celui-ci.

Article 73

(The English text remains unchanged.)

Article 96

In paragraph 1, after the words "shall ascertain the state of health on board, and", insert the words "except when a health administration does not require it,".

In paragraph 2, delete the word "further".

Article 97

In paragraph 2, delete the word "further".

Article 102 (deleted by the Additional Regulations of 1956) []

Insert as a new Article 102 the following:

1. Every ship or aircraft leaving a local area where transmission of malaria or other mosquito-borne disease is occurring, or where insecticide resistant mosquito vectors of disease are present, shall be disinfected under the control of the health authority as near as possible to the time of its departure but in sufficient time to avoid delaying such departure.

¹ Les mots "lorsqu'une administration", qui figurent dans la résolution WHA18.5, ont été remplacés par les mots "lorsque l'administration". Ce changement de pure forme a été jugé utile; en effet, la formule adoptée dans l'amendement comparable qui avait été apporté à l'article 97 (Règlement additionnel du 23 mai 1963) était "l'administration". [Footnote in original.]

¹ TIAS 4823; 12 UST 1122.

2. A l'arrivée dans une zone où l'importation de vecteurs pourrait causer la transmission du paludisme ou d'une autre maladie transmise par des moustiques, les navires ou aéronefs mentionnés au paragraphe 1 du présent article peuvent être désinsectisés si l'autorité sanitaire n'est pas satisfaite de la désinsectisation effectuée conformément au paragraphe 1 du présent article ou si elle constate l'existence de moustiques vivants à bord.

3. Les Etats intéressés peuvent accepter la désinsectisation en cours de vol des parties de l'aéronef susceptibles d'être ainsi traitées.

Article 105

Dans le paragraphe 1 j), supprimer les mots „, sauf le paragraphe 2 de l'article XVII”.

Annexe 3: Certificat international de vaccination ou de revaccination contre la fièvre jaune

Après les mots “The validity of this certificate shall extend for a period of”, remplacer les mots “six years” par les mots “ten years”.

Après les mots “within such period of”, remplacer les mots “six years” par les mots “ten years”.

Après les mots “La validité de ce certificat couvre une période de”, remplacer les mots “six ans” par les mots “dix ans”.

Après les mots “au cours de cette période de”, remplacer les mots “six ans” par les mots “dix ans”.

2. On arrival in an area where malaria or other mosquito-borne disease could develop from imported vectors, the ship or aircraft mentioned in paragraph 1 of this Article may be disinfected if the health authority is not satisfied with the disinsection carried out in accordance with paragraph 1 of this Article or it finds live mosquitos on board.

3. The States concerned may accept the disinsection in flight of the parts of the aircraft which can be so disinfected.

Article 105

In paragraph 1(j) delete the words “except paragraph 2 of Article XVII”.

Appendix 3: International Certificate of Vaccination or Revaccination against Yellow Fever

After the words “The validity of this certificate shall extend for a period of”, delete the words “six years” and insert the words “ten years”.

After the words “within such period of”, delete the words “six years” and insert the words “ten years”.

After the words “La validité de ce certificat couvre une période de”, delete the words “six ans” and insert the words “dix ans”.

After the words “au cours de cette période de”, delete the words “six ans” and insert the words “dix ans”.

Annexe 4: Certificat international de vaccination ou de revaccination contre la variole

Après les mots "has on the date indicated been vaccinated or revaccinated against smallpox", insérer les mots "with a freeze-dried or liquid vaccine certified to fulfil the recommended requirements of the World Health Organization".

Après les mots "a été vacciné(e) ou revacciné(e) contre la variole à la date indiquée", insérer les mots "ci-dessous, avec un vaccin lyophilisé ou liquide certifié conforme aux normes recommandées par l'Organisation mondiale de la Santé".

Supprimer le contenu du cadre de cette annexe et le remplacer par le suivant:

Appendix 4: International Certificate of Vaccination or Revaccination against Smallpox

After the words "has on the date indicated been vaccinated or revaccinated against smallpox", insert the words "with a freeze-dried or liquid vaccine certified to fulfil the recommended requirements of the World Health Organization".

After the words "a été vacciné(e) ou revacciné(e) contre la variole, à la date indiquée", insert the words "ci-dessous, avec un vaccin lyophilisé ou liquide certifié conforme aux normes recommandées par l'Organisation mondiale de la Santé".

Delete the "box" in this Appendix and replace by:

Date	Show by "X" whether: Indiquer par « X » s'il s'agit de:	Signature and professional status of vaccinator Signature et titre du vaccinateur	Origin and batch no. of vaccine Origine du vaccin et numéro du lot	Approved stamp Cachet d'authentification	
1a	Primary vaccination performed } . . . Primo-vaccination effectuée			1a	1b
1b	Read as successful } . . . Prise Unsuccessful } . . . Pas de prise				
2	Revaccination . . .			2	3
3	Revaccination . . .				

ARTICLE II

1. La durée de validité de tout certificat international de vaccination ou de revaccination contre la fièvre jaune délivré avant l'entrée en vigueur du présent Règlement additionnel est, en vertu de celui-ci, portée de six ans à dix ans.

2. Après l'entrée en vigueur du présent Règlement additionnel, des certificats de vaccination ou de revaccination contre la variole conformes au modèle constituant l'annexe 4 du Règlement sanitaire international pourront continuer à être délivrés jusqu'au 1^{er} janvier 1967. Tout certificat de vaccination ainsi délivré continuera d'être valable pendant la période de validité qui lui était précédemment reconnue.

ARTICLE III

Le délai prévu, conformément à l'article 22 de la Constitution de l'Organisation, pour formuler tous refus ou réserves, 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 IV

Le présent Règlement additionnel entre en vigueur le 1^{er} janvier 1966.

ARTICLE V

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 mention-

ARTICLE II

1. The period of validity of an International Certificate of Vaccination or Revaccination against Yellow Fever issued before the entry into force of these Additional Regulations is hereby extended from six years to ten years.

2. Upon the entry-into-force of these Additional Regulations, the form of Certificate of Vaccination or Revaccination against Smallpox set forth in Appendix 4 of the International Sanitary Regulations may continue to be issued until the first day of January 1967. A certificate of vaccination so issued shall thereafter continue to be valid for the period for which it was previously valid.

ARTICLE III

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 IV

These Additional Regulations shall come into force on the first day of January 1966.

ARTICLE V

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 IV of these

née dans l'article IV du présent Règlement additionnel à celle qui figure dans l'édit article 109; articles 110 à 113 inclus.

EN FOI DE QUOI le présent acte a été signé à Genève, le douze mai 1965.

Dr V. V. OLGUÍN
Président de la
Dix-Huitième Assemblée mondiale de la Santé

Dr M. G. CANDAU
Directeur général
de l'Organisation mondiale de la Santé

Additional Regulations for that mentioned therein, 110 to 113 inclusive.

IN FAITH WHEREOF we have set our hands at Geneva this twelfth day of May 1965.

V. V. OLGUÍN
President of the
Eighteenth World Health Assembly

M. G. CANDAU
Director-General
of the World Health Organization

Pour copie conforme — Certified true copy



**UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND**

Tracking Stations: Facility on Ascension Island

Agreement relating to the agreement of June 25, 1956.

Effectuated by exchange of notes

Signed at London July 7, 1965;

Entered into Force July 7, 1965.

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

No. 2

LONDON, July 7, 1965

EXCELLENCY:

I have the honour 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 Concerning the Extension of the Bahamas Long Range Proving Ground by the Establishment of Additional Sites in Ascension Island which was signed at Washington on the 25th of June, 1956.^[1]

2. The Government of the United States now desires to establish on Ascension Island on a plot of land known as Devils Ashpit a facility to be operated for the United States National Aeronautics and Space Administration which would provide early post-injection tracking of direct ascent lunar and planetary spacecraft and also provide support for the Apollo programme.

3. I have the honour to propose that the provisions of the aforesaid Agreement should apply to this facility, and that its installation, operation and maintenance should be regarded as authorised, notwithstanding paragraphs 1 and 3 of Article II and Article XIX of the Agreement. I further propose that the plot of land at Devils Ashpit on which the facility will be erected should be regarded as a site provided under the terms of Article IV of the Agreement. The exact topographical definition of the site and any easements shall be definitely established by agreement between the United States authorities and the United Kingdom authorities.

¹ TIAS 3603; 7 UST 1990.

4. If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to suggest that this Note together with your reply in that sense should be regarded as constituting an Agreement between the two Governments which shall take effect on this date and remain in force for the duration of the Agreement of the 25th of June, 1956 referred to above.

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

DAVID BRUCE

The Right Honorable

MICHAEL STEWART, M.P.,
Secretary of State for Foreign Affairs,
Foreign Office,
Downing Street, S.W. 1.

The British Secretary of State for Foreign Affairs to the American Ambassador

FOREIGN OFFICE, S.W. 1.
7 July, 1965.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your Note of the 7th of July, 1965 which reads as follows:

"I have the honour 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 Concerning the Extension of the Bahamas Long Range Proving Ground by the Establishment of Additional Sites in Ascension Island which was signed at Washington on the 25th of June, 1956.

The Government of the United States now desires to establish on Ascension Island on a plot of land known as Devils Ashpit a facility to be operated for the United States National Aeronautics and Space Administration which would provide early post-injection tracking of direct ascent lunar and planetary spacecraft and also provide support for the Apollo programme.

I have the honour to propose that the provisions of the aforesaid Agreement should apply to this facility, and that its installation, operation and maintenance should be regarded as authorised, notwithstanding paragraphs 1 and 3 of Article II and Article XIX of the Agreement. I further propose that the plot of land at Devils Ashpit on which the facility will be erected should be regarded as a site provided under the terms of Article IV of the Agreement. The exact topographical definition of the site and any easements shall be

definitely established by agreement between the United States authorities and the United Kingdom authorities.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honour to suggest that this Note together with your reply in that sense should be regarded as constituting an Agreement between the two Governments which shall take effect on this date and remain in force for the duration of the Agreement of the 25th of June, 1956 referred to above."

2. In reply I wish to inform Your Excellency that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note and this reply shall be regarded as constituting an Agreement between the two Governments, which shall enter into force on this date and remain in force for the duration of the Agreement of the 25th of June, 1956 referred to above.

I have the honour to be, with the highest consideration,
Your Excellency's obedient Servant,

(For the Secretary of State)



His Excellency

The Honourable DAVID K.E. BRUCE, C.B.E.,
etc., etc., etc.,
24-32 Grosvenor Square, W.1.

PHILIPPINES

Telecommunication: Radio Broadcasting Facilities

Agreement implementing the agreement of May 6, 1963.

Effectuated by exchange of notes

Signed at Manila September 10, 1965;

Entered into force September 10, 1965.

*The Philippine Under Secretary of Foreign Affairs to the American
Charge d'Affaires ad interim*

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

Office of the Secretary

39527

MANILA, September 10, 1965

SIR:

I have the honor to refer to the Agreement of May 6, 1963, between the Government of the Republic of the Philippines and the Government of the United States of America regarding Radio Broadcasting Facilities^[1] which provides for the operation by the Government of the United States of America of certain specified radio transmitting and receiving facilities including a new and very powerful radio broadcasting facility envisaged to be constructed under that Agreement.

Article IV, Paragraph 1, provides that the Government of the United States shall be permitted to lease or purchase real property upon which existing facilities are located, including land on which to erect and install the new facility envisaged by that Agreement. The Paragraph further provides that the Philippine Government shall make the purchase of any land for the purposes stated, shall retain title to such land and the United States Government shall pay the cost of such purchase in advance and will have the right to exclusive use of such land during the life of the Agreement.

In implementation of the 1963 Agreement, herein referred to, I have the honor to advise that, under procedures involving agency arrangements mutually satisfactory to our two governments, the Government of the Republic of the Philippines has acquired the lands selected by the United States Government as the site for erection and installation of the new and very powerful radio broadcasting facility and now holds title to the said land free and clear of all third party

¹ TIAS 5353; 14 UST 741.

interests except as otherwise noted on the Certificates of Title. The land consists of 900 hectares more or less situated in the Barrios of Sta. Rosa, Sto. Nino and San Agustin, Municipality of Concepcion, Province of Tarlac, Island of Luzon, Philippines, more particularly identified by the cadastral map attached hereto^[1] and made a part of this Note. In furtherance of the purposes of said 1963 Agreement, and for the period of time during which that Agreement shall remain in force, the United States Government will hold the Government of the Philippines free and harmless of any and all claims and liabilities of whatsoever kind and nature in connection with the title to the lands.

The Government of the United States now has the right to exclusive use of the above described land including internal roads and waterways delineated on the attached map during the life of the said Radio Broadcasting Facilities Agreement of May 6, 1963, for the uses and purposes therein set forth. The Government of the United States having paid the cost of purchase of the land, the said right of use shall be enjoyed by the United States Government free from further cost of any nature whatsoever, either by way of taxes, rents, levies, indemnities, or other charges for the use and occupation thereof.

It is understood that, pursuant to Paragraph 6 of Article VIII of the Radio Broadcasting Facilities Agreement, the Government of the Republic of the Philippines having acquired title to suitable land as well as land use rights for the new and very powerful facility and the Government of the United States having hereby acquired the contemplated rights of land use and access, all right, title and interest of the Government of the United States of America, or any official agency thereof, in radio transmitting and receiving equipment, power plants, and related facilities including radio links, located at Malolos, Bulacan Province, or replacements therefor and improvements thereto, shall now be turned over to the Government of the Republic of the Philippines without cost. Transfer of the said properties at Malolos will be accomplished by a note listing in detail the equipment and structures and real property affected. It is understood that under the terms of the said Radio Broadcasting Facilities Agreement the Government of the United States of America shall continue to enjoy its present rights of operation and use of the transmitting equipment at the said Malolos site until the new and very powerful facility enters into operation.

Pursuant to an agreement reached between our Governments and an exchange of Notes initiated by the Embassy's Note No. 852 of May 6, 1963, to the Department of Foreign Affairs, it is further understood and agreed that upon termination by the Government of the United States of America of its present rights of operation and use of the radio broadcasting facility at Malolos, Bulacan Province, the obligations of the Government of the United States of America relative to

^[1] The large-scale map is not reproduced in this print. It is deposited in the archives of the Department of State where it is available for reference.

the land under private lease at Malolos will be assumed by the Government of the Republic of the Philippines.

Upon receipt of a Note from you indicating that the foregoing provisions are acceptable to the Government of the United States of America, the Government of the Republic of the Philippines will consider that this Note and your reply thereto constitute an Agreement between the two Governments implementing the provisions of the Radio Broadcasting Facilities Agreement of May 6, 1963, on this subject, the implementing Agreement to enter into force on the date of your Note in reply.

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

LIBRADO D CAYCO.

The Honorable RICHARD M. SERVICE

Charge d'Affaires, a.i.,

Embassy of the United States of America

Manila

*The American Chargé d'Affaires ad interim to the Philippine Under
Secretary of Foreign Affairs*

No. 202

MANILA, September 10, 1965.

SIR:

I have the honor to acknowledge the receipt of your Note No. 39527 of September 10, 1965, pertaining to the acquisition, under the provisions of the May 1963 Radio Broadcasting Facilities Agreement, of certain described lands for the construction of a new and very powerful radio broadcasting facility, which reads as follows:

"I have the honor to refer to the Agreement of May 6, 1963, between the Government of the Republic of the Philippines and the Government of the United States of America regarding Radio Broadcasting Facilities which provides for the operation by the Government of the United States of America of certain specified radio transmitting and receiving facilities including a new and very powerful radio broadcasting facility envisaged to be constructed under that Agreement.

"Article IV, Paragraph 1, provides that the Government of the United States shall be permitted to lease or purchase real property upon which existing facilities are located, including land on which to erect and install the new facility envisaged by that Agreement. The Paragraph further provides that the Philippine Government shall make the purchase of any land for the purposes stated, shall retain title to such land and the United States Government shall pay the cost of such purchase in advance and will have the right to exclusive use of such land during the life of the Agreement.

"In implementation of the 1963 Agreement, herein referred to, I have the honor to advise that, under procedures involving agency

arrangements mutually satisfactory to our two governments, the Government of the Republic of the Philippines has acquired the lands selected by the United States Government as the site for erection and installation of the new and very powerful radio broadcasting facility and now holds title to the said land free and clear of all third party interests except as otherwise noted on the Certificates of Title. The land consists of 900 hectares more or less situated in the Barrios of Sta. Rosa, Sto. Nino and San Agustin, Municipality of Concepcion, Province of Tarlac, Island of Luzon, Philippines, more particularly identified by the cadastral map attached hereto and made a part of this Note. In furtherance of the purposes of said 1963 Agreement, and for the period of time during which that Agreement shall remain in force, the United States Government will hold the Government of the Philippines free and harmless of any and all claims and liabilities of whatsoever kind and nature in connection with the title to the lands.

"The Government of the United States now has the right to exclusive use of the above described land including internal roads and waterways delineated on the attached map during the life of the said Radio Broadcasting Facilities Agreement of May 6, 1963, for the uses and purposes therein set forth. The Government of the United States having paid the cost of purchase of the land, the said right of use shall be enjoyed by the United States Government free from further cost of any nature whatsoever, either by way of taxes, rents, levies, indemnities, or other charges for the use and occupation thereof.

"It is understood that, pursuant to Paragraph 6 of Article VIII of the Radio Broadcasting Facilities Agreement, the Government of the Republic of the Philippines having acquired title to suitable land as well as land use rights for the new and very powerful facility and the Government of the United States having hereby acquired the contemplated rights of land use and access, all right, title and interest of the Government of the United States of America, or any official agency thereof, in radio transmitting and receiving equipment, power plants, and related facilities including radio links, located at Malolos, Bulacan Province, or replacements therefor and improvements thereto, shall now be turned over to the Government of the Republic of the Philippines without cost. Transfer of the said properties at Malolos will be accomplished by a Note listing in detail the equipment and structures and real property affected. It is understood that under the terms of the said Radio Broadcasting Facilities Agreement the Government of the United States of America shall continue to enjoy its present rights of operation and use of the transmitting equipment at the said Malolos site until the new and very powerful facility enters into operation.

"Pursuant to an agreement reached between our Governments and an exchange of Notes initiated by the Embassy's Note No. 852 of May 6, 1963, to the Department of Foreign Affairs, it is further understood and agreed that upon termination by the Government of the United States of America of its present rights of operation and use

of the radio broadcasting facility at Malolos, Bulacan Province, the obligations of the Government of the United States of America relative to the land under private lease at Malolos will be assumed by the Government of the Republic of the Philippines.

Upon receipt of a Note from you indicating that the foregoing provisions are acceptable to the Government of the United States of America, the Government of the Republic of the Philippines will consider that this Note and your reply thereto constitute an Agreement between the two Governments implementing the provisions of the Radio Broadcasting Facilities Agreement of May 6, 1963 on this subject, the implementing Agreement to enter into force on the date of your Note in reply.

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

I have the honor to inform you that the provisions of the above-mentioned Note are acceptable to the Government of the United States of America and that your Note and the present Note constitute an Agreement between our two Governments implementing the provisions of the Radio Broadcasting Facilities Agreement of May 6, 1963 on this subject, the implementing Agreement to enter in force on the date of the present Note.

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

R. M. SERVICE

The Honorable

LIBRADO D. CAYCO,

*Undersecretary of Foreign Affairs,
Manila.*

BOLIVIA
Agricultural Commodities

*Agreement signed at La Paz May 12, 1965;
Entered into force May 12, 1965.
With exchange of notes.*

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

**AGRICULTURAL COMMODITIES
AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE
GOVERNMENT OF BOLIVIA
UNDER TITLE I OF THE AGRI-
CULTURAL TRADE DEVELOP-
MENT AND ASSISTANCE ACT,
AS AMENDED**

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

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 Bolivian pesos of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Bolivian pesos 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 Bolivia 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

**CONVENIO SOBRE PRODUCTOS
AGRICOLAS ENTRE EL GO-
BIERNO DE LOS ESTADOS
UNIDOS DE AMERICA Y EL
GOBIERNO DE BOLIVIA CON-
FORME AL TITULO I DE LA
LEY DE AYUDA Y FOMENTO AL
COMERCIO AGRICOLA Y SUS
ENMIENDAS**

El Gobierno de los Estados Unidos de América y el Gobierno de Bolivia:

Reconociendo la conveniencia de expandir el intercambio comercial de productos agrícolas entre sus dos países y con otras naciones amigas en una forma que no disloque las transacciones mercantiles usuales de los Estados Unidos de América de estos productos, ni perturbe indebidamente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas;

Considerando que, la compra con pesos bolivianos de productos agrícolas producidos en los Estados Unidos de América contribuirá a lograr esa expansión comercial;

Considerando que, los fondos en pesos bolivianos provenientes de tales adquisiciones serán utilizados en una forma que beneficiará a ambos países;

Deseando establecer los acuerdos que regirán las ventas de productos agrícolas a Bolivia, en la forma especificada a continuación, de conformidad con el Título I de la Ley de Ayuda y Fomento al Comercio Agrícola y sus enmiendas (que en adelante se llamará la LEY) y las medidas que ambos Gobiernos

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

will take individually and collectively in furthering the expansion of trade in such commodities;

Have agreed as follows:

ARTICLE I

SALES FOR BOLIVIAN PESOS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Bolivia of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the United States of America undertakes to finance the sales for Bolivian pesos to purchasers authorized by the Government of Bolivia, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value</u>
Wheat/wheat flour	\$2.50 millions
Cotton	1.33 "
<hr/>	
	\$3.83 millions

adoptarán individual y colectivamente para promover la expansión del intercambio comercial de tales productos;

Han acordado lo siguiente:

ARTICULO I

VENTAS EN PESOS BOLIVIANOS

1. Sujeto a la emisión por el Gobierno de los Estados Unidos y la aceptación por el Gobierno de Bolivia de las autorizaciones de compra y la disponibilidad de los productos especificados en la LEY al tiempo de su exportación, el Gobierno de los Estados Unidos se compromete a financiar la venta, en pesos bolivianos, a los compradores autorizados por el Gobierno de Bolivia, de los siguientes productos agrícolas en la cantidad que se indica:

<u>Productos</u>	<u>Valor en el mercado de Exportación</u>
Trigo o harina de trigo	\$2.50 millones
Algodón	1.33 "
<hr/>	
	\$3.83

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 Bolivian pesos accruing from such sales, and other relevant matters.

2. Las solicitudes para el otorgamiento de autorizaciones de compra serán presentadas dentro de un plazo de noventa días después de la fecha de entrada en vigencia el presente Convenio, excepto cuando se trate de solicitudes de autorización para la compra de cualesquier productos adicionales o cantidades adicionales de productos, estipulados en cualquier enmienda a este Convenio, las que se presentarán dentro de un plazo de noventa días de la fecha en que entre en vigencia tal enmienda. Las autorizaciones de compra incluirán estipulaciones con respecto a la venta y

3. The Government of the United States of America will finance ocean transportation incurred pursuant to this agreement only to the extent that the United States Department of Agriculture determines that such costs are higher than otherwise would be the case by reason of its requiring that approximately 50 percent by tonnage of commodities be transported in United States flag vessels. The balance of such costs for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Bolivia. The Government of Bolivia will not be required to deposit Bolivian pesos for ocean transportation financed by the Government of the United States of America.

4. Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of Bolivia will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried on United States flag vessels.

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.

a la entrega de los productos, el tiempo y las circunstancias del depósito de los fondos en pesos bolivianos, provenientes de dicha venta y otros pormenores pertinentes.

3. El Gobierno de los Estados Unidos de América financiará el transporte marítimo, emergente del cumplimiento de este convenio, hasta la suma que el Departamento de Agricultura de los Estados Unidos determine que es consecuencia del mayor costo de transporte que resulte del requisito de que aproximadamente el 50 por ciento del tonelaje de productos debe ser transportado en buques de matrícula de los Estados Unidos. El saldo de dichos costos, para los productos cuyo transporte debe ser efectuado en buques de matrícula de los Estados Unidos, será pagado en dólares por el Gobierno de Bolivia. El Gobierno de Bolivia no estará obligado a depositar en pesos bolivianos el costo del transporte marítimo financiado por el Gobierno de los Estados Unidos.

4. Inmediatamente después de contratar espacio en buques de matrícula de los Estados Unidos, y en ningún caso después de que el buque se presente para efectuar la carga, el Gobierno de Bolivia abrirá una carta de crédito, en dólares, por el costo estimado del transporte marítimo para los productos transportados en buques de matrícula de los Estados Unidos.

5. El financiamiento, las ventas y entregas de los productos acordados en este Convenio pueden ser terminados por cualquiera de los Gobiernos, si ese Gobierno determinase que, por un cambio en las condiciones, la continuación de tales financiamientos, ventas o entregas es innecesaria o indeseable.

ARTICLE IIUSES OF BOLIVIAN PESOS

The Bolivian pesos 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), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 25 percent of the Bolivian pesos accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Bolivia incident thereto, 5 percent of the Bolivian pesos 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 Bolivia for business development and trade expansion in Bolivia and to United States firms and Bolivian 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.

ARTICULO IIEMPLEO DE PESOS BOLIVIANOS

Los fondos en pesos bolivianos resultantes en favor del Gobierno de los Estados Unidos de América, como consecuencia de las ventas efectuadas en cumplimiento del presente Convenio, serán utilizados por el Gobierno de los Estados Unidos de América en la forma y en el orden de prioridades que determine el Gobierno de los Estados Unidos de América en los propósitos y cantidades que se especifican a continuación:

A. Para gastos de los Estados Unidos de América conforme a las subsecciones (a), (b), (d), (f) y (h) hasta (t) de la Sección 104 de la LEY o bajo cualquiera de dichas subsecciones, el 25 por ciento de los fondos en pesos Bolivianos provenientes del cumplimiento del presente Convenio.

B. Para el otorgamiento de préstamos por la Agencia para el Desarrollo Internacional de Washington (que en lo posterior se denominará AID) bajo la Sección 104(e) de la LEY y para los gastos administrativos que incurra la Agencia para el Desarrollo Internacional en Bolivia, el 5% de los fondos en pesos bolivianos provenientes del cumplimiento del presente Convenio. Se sobreentiende:

(1) Dichos préstamos bajo la Sección 104(e) de la LEY serán hechos a las firmas comerciales de los Estados Unidos y sus sucursales, subsidiarias o afiliadas de las mismas en Bolivia para el desarrollo comercial y expansión del intercambio en Bolivia, y a firmas de los Estados Unidos y de Bolivia para el establecimiento de facilidades que ayuden en la utilización, distribución, o en otra forma a incrementar el consumo y mercados de productos agrícolas de los Estados Unidos.

(2) Loans will be mutually agreeable to AID and the Government of Bolivia, acting through the Ministry of National Economy. The Minister, or his designate, will act for the Government of Bolivia, 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 National Economy 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 of National Economy 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 Bolivia on comparable loans, provided such rate is not lower than cost of funds to the United States Treasury on comparable maturities, 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 of National Economy 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 of the National Economy, 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 of National Economy.

(2) Los préstamos deberán ser mutuamente aceptables a AID y al Gobierno de Bolivia, representado a través del Ministerio de Economía Nacional. El Ministro o su representante actuará por el Gobierno de Bolivia y el Administrador de la Agencia para el Desarrollo Internacional, o su representante, por AID.

(3) Al recibo de una solicitud que AID esté dispuesta a considerar AID informará al Ministerio de Economía Nacional sobre la identidad del solicitante, la naturaleza del negocio propuesto, el monto del empréstito solicitado y los propósitos generales en que los fondos del mismo serán utilizados.

(4) Cuando AID se encuentre dispuesta para actuar favorablemente sobre una solicitud, notificará al Ministerio de Economía Nacional e indicará la tasa de interés y el período de amortizaciones que se utilizará en el préstamo propuesto. La tasa de interés será similar a la que prevalezca en Bolivia para préstamos similares, siempre que la tasa no sea más baja que el costo de fondos para la Tesorería de los Estados Unidos de vencimientos similares y que los vencimientos estén de acuerdo con los propósitos del financiamiento.

(5) Dentro de los sesenta días posteriores a la notificación de que AID se encuentre dispuesta para actuar favorablemente sobre una solicitud, el Ministerio de Economía Nacional indicará a AID si tiene o no alguna objeción al préstamo propuesto. Si dentro del indicado período de sesenta días AID no ha recibido tal comunicación del Ministerio de Economía Nacional, se sobreentenderá que el Ministerio no tiene objeciones al préstamo solicitado. Cuando AID apruebe o rechaze una solicitud de préstamo, notificará al Ministerio de Economía Nacional.

(6) In the event the Bolivian pesos 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 of National Economy, the Government of the United States of America may use the Bolivian pesos for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Bolivia 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 Bolivia, as may be mutually agreed, 70 percent of the Bolivian pesos 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 Bolivian pesos for loan purposes under Section 104(g) of the Act within three years from the date of this agreement, the Government of the United States of America may use the Bolivian pesos for any purpose authorized by Section 104 of the Act.

(6) En la eventualidad de que los fondos en pesos bolivianos destinados a préstamos bajo la sección 104(e) de la LEY no sean adelantados dentro los 3 años de la fecha de este Convenio, debido a que AID no haya aprobado préstamos o porque las solicitudes de préstamo no hayan sido mútuamente aceptables a AID y al Ministerio de Economía Nacional el Gobierno de los Estados Unidos de América podrá utilizar los fondos en pesos bolivianos para cualquier propósito autorizado por la sección 104 de la LEY.

C. Para el otorgamiento de un empréstito al Gobierno de Bolivia bajo la Sección 104(g) de la LEY, el 70% de los fondos en pesos bolivianos provenientes del cumplimiento del presente Convenio destinados a financiar aquellos proyectos que lleguen a convenirse mutuamente para promover el Desarrollo Económico, incluyendo proyectos no comprendidos hasta ahora en los planes del Gobierno de Bolivia. Los términos y condiciones del préstamo y otras provisiones serán establecidas en un Convenio de préstamo separado. En caso de no llegarse a un acuerdo sobre el empleo de los fondos en pesos bolivianos, destinados al préstamo bajo la sección 104(g) dentro de los tres años posteriores a la fecha de la firma de este Convenio, el Gobierno de los Estados Unidos podrá utilizar los pesos bolivianos en cualquier propósito autorizado por la Sección 104 de la LEY.

ARTICLE III

DEPOSIT OF BOLIVIAN PESOS

1. The Government of Bolivia will deposit to the account of the Government of the United States of America an amount of Bolivian pesos equivalent to the dollar sales value of the commodi-

ARTICULO III

DEPOSITO DE LOS FONDOS EN PESOS BOLIVIANOS

1. El Gobierno de Bolivia depositará a la cuenta del Gobierno de los Estados Unidos de América una cantidad de pesos bolivianos equivalente al valor de las ventas de los productos financiados

ties financed by the Government of the United States of America converted into Bolivian pesos at the applicable rate of exchange in effect on the date of dollar disbursement by the Government of the United States of America.

(a) If a unitary exchange rate system is maintained by the Government of Bolivia, the applicable rate will be the rate at which the central monetary authority of Bolivia or its authorized agent sells foreign exchange for Bolivian pesos.

(b) If a unitary exchange rate system is not maintained, the applicable rate will be the rate mutually agreed upon by the Government of the United States of America and the Government of Bolivia.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Bolivian pesos which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total pesos accruing to the Government of the United States of America under this agreement.

por el Gobierno de los Estados Unidos de América convertidos en pesos bolivianos al tipo de cambio vigente a la fecha del desembolso de dólares por el Gobierno de los Estados Unidos de América.

(a) Sí el Gobierno de Bolivia mantiene un sistema de cambio unitario, el tipo aplicable será aquél a que la autoridad central monetaria de Bolivia o su agencia autorizada venda divisas por moneda Boliviana.

(b) Sí no se mantiene un sistema unitario de cambio, el tipo aplicable será aquél que esté acordado mutuamente entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia.

2. El Gobierno de los Estados Unidos de América determinará cual de sus fondos será utilizado para pagar reembolsos de pesos bolivianos que se vencen bajo este Convenio o que se hayan vencido o que se vencerán bajo cualquier otro convenio anterior sobre productos agrícolas. Bajo este Convenio se mantendrá por dos años desde la fecha de suscripción una reserva de fondos que puede ser utilizada para pagar dichos reembolsos. Cualquier pago proveniente de esta reserva será tratado como una reducción del total de los pesos bolivianos pagadero a los Estados Unidos de América bajo los términos de este Convenio.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Bolivia 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

ARTICULO IV

COMPROMISOS GENERALES

1. El Gobierno de Bolivia adoptará todas las medidas posibles para evitar la reventa o reembarque a otros países o su uso con otros fines que no sean los domésticos, de los productos agrícolas

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 and 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 Bolivia will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condi-

adquiridos de acuerdo a las estipulaciones del presente Convenio (exceptuandose los casos cuando tal reventa, reembarque o su uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); evitará la exportación de cualquier producto ya sea de origen extranjero o doméstico igual, o similar a los productos adquiridos bajo el presente Convenio durante el período que comienza desde la firma de éste y termina en la fecha final en que dichos productos sean recibidos y utilizados (exceptuando cuando tal exportación haya sido específicamente aprobada por el Gobierno de los Estados Unidos); y asegurará que la adquisición de los productos bajo el presente Convenio no aumente las disponibilidades de éstos o similares productos en poder de naciones hostiles a los Estados Unidos de América.

2. Los dos Gobiernos convienen en tomar precauciones razonables para asegurar que todas las ventas de los productos agrícolas que se realicen conforme al presente Convenio no disloquen las transacciones mercantiles usuales de los Estados Unidos de América en estos productos, ni perturben irregularmente los precios mundiales de los productos agrícolas o los patrones normales del intercambio comercial con naciones amigas.

3. En la ejecución de este Convenio los dos Gobiernos procurarán asegurar condiciones de comercio tales que permitan a los comerciantes particulares operar eficazmente, y empeñar sus mejores esfuerzos en desarrollar e incrementar la continua demanda mercantil para los productos agrícolas.

4. El Gobierno de Bolivia proporcionará informes trimestrales sobre el progreso del programa, particularmente con respecto a las llegadas y condiciones

tion of commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

de arribo de los productos, previsiones adoptadas para el mantenimiento de la comercialización usual del producto, e informaciones relativas a las importaciones y exportaciones de los mismos o similares productos

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.

ARTICULO V

CONSULTAS

Los dos Gobiernos a solicitud de cualquiera de ellos, establecerán consultas respecto a cualquier asunto relativo a la aplicación del presente Convenio, o la operación de las medidas puestas en práctica para su ejecución.

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 La Paz, in duplicate, this 12th day of May, 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

DOUGLAS HENDERSON

Douglas Henderson

FOR THE GOVERNMENT OF BOLIVIA

Cnl. J ZENTENO

Lt. Col. Joaquín Zenteno Anaya

[SEAL]

ARTICULO VI

ENTRADA EN VIGENCIA

Este Convenio entrará en vigencia en la fecha de su firma.

En fe de lo cual los respectivos representantes, debidamente autorizados para este propósito, firmaron el presente Convenio.

Dado en la ciudad de La Paz, en duplicado, el día 12 de Mayo del año mil novecientos sesenta y cinco.

POR EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA

DOUGLAS HENDERSON

Douglas Henderson

POR EL GOBIERNO DE BOLIVIA

Cnl. J ZENTENO

Tcnl. Joaquín Zenteno Anaya

[SEAL]

The American Ambassador to the Bolivian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 131
La Paz, May 12, 1965.

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

1. In expressing its agreement with the Government of the United States of America that the above mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Bolivia agrees to procure and import with its own resources at least 40,000 metric tons of wheat and/or wheat flour in grain equivalent from the United States of America and countries friendly to it during calendar year 1965 in addition to wheat to be purchased under the terms of the agreement and any shortfall from the calendar year 1964 usual marketing requirement. If deliveries extend into a subsequent period, the level of usual marketing requirements for such period will be determined at the time the request for extension of deliveries is made.

2. With regard to paragraph 4 of Article IV of the agreement, the Government of Bolivia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. The foregoing shall be submitted on vessels leaving the United States and discharging in ports in Chile and/or Peru and on overland shipments from such ports to arrival points in Bolivia. In addition, the Government of Bolivia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of Bolivia further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

3. The Government of Bolivia will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of pesos: (1) for purposes of Section 104(a) of the Act, \$76,600 worth or two percent of the pesos accruing under the agreement, whichever is greater, to finance agricultural market development activities in

other countries; and (2) for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,^[1] up to \$75,000 worth of pesos to finance educational and cultural exchange programs and activities in other countries.

4. The Government of the United States of America may utilize pesos in Bolivia to pay for travel which is part of a trip in which the traveler travels from, to or through Bolivia. 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 pesos may be utilized shall not be limited to services provided by Bolivian transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

-DOUGLAS HENDERSON-

His Excellency

Col. JOAQUÍN ZENTENO ANAYA,
Minister of Foreign Relations,
La Paz.

The Bolivian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Nº DGNA/53/50.-

LA PAZ, 12 de mayo de 1965.

SEÑOR EMBAJADOR:

Me es honroso avisar recibo de la apreciable nota de Vuestra Excelencia N° 131, de esta misma fecha, que textualmente dice:

"Embajada de los Estados Unidos de América.-N° 131 La Paz, 7 de mayo de 1965.

Excelencia:-Tengo el honor de referirme al Convenio sobre Productos Agrícolas suscrito entre nuestros Gobiernos, hoy, e informarle, a continuación, sobre el entendimiento de mi Gobierno.

1.-Al declarar su conformidad con el Gobierno de los Estados Unidos de América de que las entregas referidas no deberán dislocar los precios mundiales de los productos agrícolas o perjudicar las relaciones comerciales entre las naciones amigas, el Gobierno de Bolivia conviene en procurar e importar, con sus propios recursos,

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

por lo menos 40,000 toneladas métricas de trigo y/o harina de trigo equivalente en grano, de los Estados Unidos de América y los países amigos de los Estados Unidos durante el año calendario 1965, además del trigo que sea comprado de acuerdo con las estipulaciones de este Convenio, y cualquier déficit de las entregas usuales correspondientes al año calendario 1964. Si las entregas alcanzan hasta un período posterior, el nivel de las necesidades usuales del mercado, para tal período, será determinado a tiempo de solicitarse una prórroga para las entregas.

2.-Con respecto al párrafo 4 del Artículo IV del Convenio, el Gobierno de Bolivia conviene en proporcionar, trimestralmente, la siguiente información sobre cada embarque de productos recibidos bajo este Convenio: el nombre de cada buque, la fecha de su llegada, el puerto de llegada, el producto y cantidad recibida, el estado en que se recibió el producto, fecha en que el desembarque fué terminado y la disposición del cargamento, es decir, si fué almacenado, distribuido localmente o, si fuera embarcado, su destino. Dicha información será proporcionada sobre los buques que salgan de los Estados Unidos y descarguen en los puertos de Chile y/o Perú y sobre los embarques terrestres de dichos puertos a los puntos de llegada en Bolivia. Además, el Gobierno de Bolivia conviene en proporcionar trimestralmente: (a) una exposición de las medidas tomadas para impedir la reventa o trasbordo de los productos proporcionados; (b) seguridades para que el programa no dé como resultado un aumento en las disponibilidades del mismo o productos similares a otras naciones; y (c) una declaración del Gobierno de Bolivia demostrando el progreso alcanzado en el cumplimiento de compromisos sobre transacciones mercantiles usuales.

El Gobierno de Bolivia también acuerda en que las referidas declaraciones serán acompañadas de estadísticas sobre las importaciones y exportaciones, por país de origen o destino de productos, que sean los mismos o similares a los importados bajo este Convenio.

3.-El Gobierno de Bolivia facilitará, a pedido del Gobierno de los Estados Unidos, medios de conversión, a otras monedas que no sean dólares, de las siguientes sumas de pesos: 1) para los fines de la Sección 104 (a) de la Ley, el valor de \$us.76,600 o el dos por ciento de los pesos acumulados bajo este Convenio, cualquiera que sea mayor, para financiar el desarrollo del mercado agrícola en otros países; y (2) para los fines de la Sección 104 (h) de la Ley y para los objetivos de la Ley de Educación Mutual e Intercambio Cultural de 1961, hasta el equivalente a \$us.75,000 en pesos bolivianos para financiar programas de Educación e Intercambio Cultural y actividades en otros países.

4º.-El Gobierno de los Estados Unidos puede utilizar pesos bolivianos en Bolivia, para costear la parte de un viaje en que el viajero viaje desde, a, o a través de Bolivia. Se entiende que estos fondos son solamente para los viajes de personas que viajen con asuntos oficiales del Gobierno de los Estados Unidos o en relación con acti-

vidades financiadas por el Gobierno de los Estados Unidos de América. También, se entiende que los viajes costeados con pesos bolivianos no serán limitados a los servicios de transporte boliviano.

Mucho agradeceré a Su Excelencia dar su conformidad a los acuerdos arriba mencionados.

En esta oportunidad acepte, Excelencia, las renovadas seguridades de mi más alta consideración" (Fdo) Douglas Henderson.

En respuesta, tengo el honor de confirmar a Vuestra Excelencia la aceptación del Gobierno de Bolivia a los puntos mencionados en la nota transcrita, relativos a la importación de trigo y harina, informaciones sobre embarques, y conversión y uso de los fondos, en moneda boliviana, provenientes de las ventas a realizarse bajo los términos del Convenio suscrito el día de hoy.

Me valgo de esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi consideración más alta y distinguida.

Cnl. J ZENTENO

Cnl. Joaquín Zenteno Anaya
*Ministro de Relaciones
Exteriores y Culto*

Al Excmo. Señor

DOUGLAS HENDERSON,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.*

Presente.-

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN
RELATIONS AND WORSHIP

No. DGNA/53/50.-

LA PAZ, May 12, 1965

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 131 of this date, which reads as follows:

[For the English language text see *ante*, p. 1201.]

In reply, I have the honor to confirm to Your Excellency the Government of Bolivia's acceptance of the terms of the note transcribed, relating to the importation of wheat and flour, information on

shipments, and the conversion and use of the funds in Bolivian currency accruing from the sales to be made under the terms of the Agreement signed today.

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

Cnl. J. ZENTENO

Colonel Joaquín Zenteno Anaya
*Minister of Foreign Relations
and Worship*

His Excellency

DOUGLAS HENDERSON,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

TIAS 5866

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of May 26, 1965, as amended.

Effectuated by exchange of notes

Signed at Saigon August 16, 1965;

Entered into force August 16, 1965.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
SAIGON, August 16, 1965.

No. 48

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1965,^[1] as amended, and to propose that it be further amended by changing the commodity table in Paragraph 1 of Article I to read as follows:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
SWEETENED CONDENSED MILK	\$6.08
WHEAT FLOUR	.77
RICE	9.41
TOBACCO	.79
TOTAL	\$17.05

I also have the honor to refer to the Notes relating to the Agreement and exchanged on May 26, 1965, as amended, and to propose that \$341,000 be substituted for \$279,000 and that \$190,000 be substituted for \$160,000 in numbered Paragraph 1.

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

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

U. ALEXIS JOHNSON

His Excellency,

TRAN VAN DO,

Minister of Foreign Affairs,
Saigon.

¹ TIAS 5821; *ante*, p. 838; also TIAS 5876, 5891, 5944; *post*, pp. 1260, 1674, 2061.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIỆT NAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

Le Ministre

No 3850-TTK/EF/NC

SAIGON, August 16, 1965

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No 46 dated August 16, 1965 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1965, as amended, and to propose that it be further amended by changing the commodity table in Paragraph 1 of Article I to read as follows:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE</u>
	(MILLIONS)
SWEETENED CONDENSED MILK	\$6.08
WHEAT FLOUR	.77
RICE	9.41
TOBACCO	.79
 TOTAL	 \$17.05

I also have the honor to refer to the Notes relating to the Agreement and exchanged on May 26, 1965, as amended, and to propose that \$341,000 be substituted for \$279,000 and that \$190,000 be substituted for \$160,000 in numbered Paragraph 1.

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

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of August 16, 1965.

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

[SEAL] TRAN VAN DO

Dr. Trần-Vân-Đỗ
Minister of Foreign Affairs

His Excellency

Mr. ALEXIS U. JOHNSON

*Deputy Ambassador
of the United States
of America
Saigon*

POLAND

Aviation: Certificates of Airworthiness for Imported Civil Glider Aircraft

*Agreement effected by exchange of notes
Signed at Washington September 16 and 27, 1965;
Entered into force September 27, 1965.*

The Secretary of State to the Polish Ambassador

DEPARTMENT OF STATE
WASHINGTON
September 16, 1965

EXCELLENCY:

I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Polish People's Republic regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft.

It is my understanding that the agreement shall be as follows:

1. (a) The present agreement applies to civil glider aircraft constructed in the United States, its territories and possessions and exported to Poland; and to civil glider aircraft constructed in Poland and exported to the United States, its territories and possessions.
(b) As used herein, the term civil glider aircraft shall include spare parts for such gliders which have been exported in accordance with this agreement.

2. The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Poland for civil glider aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such civil glider aircraft have been constructed in Poland and the competent authority of Poland has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of Poland together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

3. The same validity shall be conferred by the competent authorities of Poland on certificates of airworthiness for export issued by

the competent authorities of the United States for civil glider aircraft subsequently to be registered in Poland as if they had been issued under the regulations in force on the subject in Poland, provided that such civil glider aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

4. (a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Poland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Poland to require these modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of civil glider aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Poland, the competent authorities of the United States shall, when requested, afford the competent authorities of Poland assistance in determining that major design changes or major repairs made to such civil glider aircraft comply with the applicable airworthiness requirements of the United States.

5. (a) The competent authorities of Poland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Poland, for the purpose of enabling the authorities of the United States to require these modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of civil glider aircraft for which Poland has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Poland shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such civil glider aircraft comply with the applicable airworthiness requirements of Poland.

6. (a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil glider aircraft and any changes therein that may from time to time be effected.

7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Poland.

8. The present agreement shall be subject to termination by either Government upon six (6) months notice given in writing to the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of the Polish People's Republic, 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 reply note.

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

For the Secretary of State:

FRANK E. LOY

His Excellency

EDWARD DROZNIAK,

Ambassador of the Polish People's Republic

*The Polish Ambassador to the Deputy Assistant Secretary of State
for Transportation and Telecommunications*

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D.C.

WASHINGTON, September 27, 1965

MY DEAR MR. DEPUTY ASSISTANT SECRETARY,

I have the honor to acknowledge the receipt of your note dated September 16, 1965 in which you refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of the Polish People's Republic regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft.

It is my understanding that the agreement shall be as follows:

1. /a/ The present agreement applies to civil glider aircraft constructed in the United States, its territories and possessions and exported to Poland; and to civil glider aircraft constructed in Poland and exported to the United States, its territories and possessions.

/b/ As used herein, the term civil glider aircraft shall include spare parts for such gliders which have been exported in accordance with this agreement.

2. The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Poland for civil glider aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such civil glider aircraft have been constructed in Poland and the competent authority of Poland has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of Poland together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

3. The same validity shall be conferred by the competent authorities of Poland on certificates of airworthiness for export issued by the competent authorities of the United States for civil glider aircraft subsequently to be registered in Poland as if they had been issued under the regulations in force on the subject in Poland, provided that such civil glider aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

4. /a/ The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Poland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Poland to require these modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

/b/ In the case of civil glider aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Poland, the competent authorities of the United States shall, when requested, afford the competent authorities of Poland assistance in determining that major design changes or major repairs made to such civil glider aircraft comply with the applicable airworthiness requirements of the United States.

5. /a/ The competent authorities of Poland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Poland, for the purpose of enabling the authorities of the United States to require these modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

/b/ In the case of civil glider aircraft for which Poland has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Poland shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made

to such civil glider aircraft comply with the applicable airworthiness requirements of Poland.

6. /a/ The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

/b/ The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil glider aircraft and any changes therein that may from time to time be effected.

7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Poland.

8. The present agreement shall be subject to termination by either Government upon six /6/ months notice given in writing to the other Government.

I understand that upon the receipt of this note which indicates that the foregoing provisions are acceptable to the Government of the Polish People's Republic, the Government of the Polish People's Republic will consider that your note and this reply thereto constitute an agreement between our two Governments on this subject, the agreement to enter into force on the date of this note.

Accept, my dear Mr. Deputy Assistant Secretary, the renewed assurances of my highest consideration.

EDWARD DROZNIAK
Ambassador

The Honorable

FRANK E. LOY

Deputy Assistant

*Secretary for Transportation
and Telecommunications*

*Department of State
Washington, D.C.*

EUROPEAN ECONOMIC COMMUNITY AND MEMBER STATES

Trade: Quality Wheat

Agreement extending the date for beginning negotiations under paragraph B(i) of the agreement of March 7, 1962.

Effectuated by exchange of letters

*Signed at Brussels June 8 and July 5, 1965;
Entered into force July 5, 1965.*

The American Ambassador to the Member of the Commission, European Economic Community

UNITED STATES REPRESENTATIVE
TO THE
EUROPEAN COMMUNITIES

23, AVENUE DES ARTS,
BRUSSELS 4, BELGIUM,
June 8, 1965

DEAR MR. MINISTER:

You undoubtedly recall that in an exchange of letters dated June 11, 1964 and July 20, 1964, [1] the United States and the European Economic Community agreed that the negotiations provided for in paragraph B (1) of the agreement on quality wheat of March 7, 1962, [2] should be resumed not later than June 30, 1965.

It would seem to be expedient under present circumstances to further delay the resumption of these negotiations until not later than June 30, 1966. The United States would be agreeable to such a postponement and would appreciate receiving the Community's view on this matter at an early date.

Sincerely yours,

JOHN W. TUTHILL

His Excellency

JEAN REY

*Member of the Commission
of the European Economic Community
Brussels.*

¹ TIAS 5720; 15 UST 2323.

² TIAS 5035; 13 UST 964.

*The Member of the Commission, European Economic Community to the
American Ambassador*

COMMUNAUTE ECONOMIQUE
EUROPEENNE
—
COMMISSION

5117

Adresse provisoire:
23 à 27, avenue de la Joyeuse Entrée, Bruxelles 4
Tél. 35.00.40 - 35.01.40
Adresse télégraphique: • MARCOM Bruxelles •

BRUXELLES, le 5 juillet 1965

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre lettre du 8 juin 1965, concernant les négociations prévues dans le Règlement pour le blé de qualité conclues à Genève le 7 mars 1962 entre la Communauté Economique Européenne d'une part et les Etats-Unis d'autre part.

J'ai le plaisir de vous communiquer à ce sujet que la Communauté Economique Européenne a accepté que la date du 30 juin 1963 mentionnée sous le point B (1) du dit accord soit remplacée par celle du 30 juin 1966.

Je vous pris d'agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

JEAN REY

Jean Rey

Son Excellence Monsieur JOHN E. TUTHILL
Ambassadeur

*Chef de la Mission des Etats-Unis
23, Avenue des Arts,
Bruxelles*

Translation

EUROPEAN ECONOMIC
COMMUNITY
—
COMMISSION

5117

Temporary address:
23 à 27, avenue de la
Joyeuse Entrée, Brussels 4

BRUSSELS, July 5, 1965

MR. AMBASSADOR:

I have the honor to refer to your letter of June 8, 1965 concerning the negotiations between the European Economic Community on the one hand and the United States on the other, provided for in the Agreement on quality wheat, which were concluded at Geneva on March 7, 1962.

I am happy to inform you, in this connection, that the European Economic Community has agreed that the date of June 30, 1963 mentioned in paragraph B (1) of the aforesaid Agreement should be replaced by that of June 30, 1966.

Accept, Mr. Ambassador, the assurances of my very high consideration.

JEAN REY

Jean Rey

His Excellency

JOHN E. TUTHILL, *Ambassador,*
Chief of the United States Mission,
23, Avenue des Arts,
Brussels.

KENYA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of December 7, 1964, as amended.

Effectuated by exchange of notes

Signed at Nairobi September 1, 1965;

Entered into force September 1, 1965.

The American Chargé d'Affaires ad interim to the Kenyan Minister for Finance

No. 2

NAIROBI, September 1, 1965.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 7, 1964, as amended,^[1] and to propose, in response to the request the Government of Kenya and the Ministry of Finance on July 9, 1965, that:

The following be substituted for the Commodity Table in Article I:

Commodity	Supply Period U.S. Fiscal Year	Approximate		Maximum Export
		Maximum Quantity (Metric Tons)	To Be Financed (Thousands)	Market Value
Wheat Flour	1966	500		\$6,440
Corn	1965	50,000		\$68
Corn	1966	50,000		\$3,110
Grain sorghams	1966	7,000		\$2,928
Ocean Transportation (estimated)				\$334
Total				\$1,364
				\$7,804

¹ TIAS 5725, 5769; 15 UST 2348; *ante*, p. 122; also TIAS 5919, *post*, p. 1873.

The following be added to paragraph 1 of Article III:

However, since there are no customs or other trade barriers between Kenya, Tanzania or Uganda, any movement of commodities from Kenya to those countries is not considered as exports.

It is understood that should the Government of Kenya engage the services of a United States firm or individual as its agent to handle the procurement of commodities and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written Agreement between the agent and the Government of Kenya must be submitted to the United States Department of Agriculture for approval prior to the issuance of applicable purchase authorizations.

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

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

JAMES R RUCHTI
Charge d'Affaires ad interim

The Honorable

JAMES S. GICHURU,
Minister for Finance,
Nairobi.

The Kenyan Minister for Finance to the American Charge d'Affaires ad interim

P.O. Box 30007
Telephone: 24261-72
When replying please quote
Ref. No. CFN. 248/04
and date

THE TREASURY
NAIROBI
KENYA
1st SEPTEMBER, 1965.

CHARGÉ D'AFFAIRES A.I.,
Embassy of the United States of America,
Nairobi.

SIR,

I refer to your note of 1st September and inform you that the Government of Kenya accepts the proposal of the Government of the United States of America that the Agricultural Commodities Agreement between our two Governments signed December 7, 1964, and amended February 15, 1965, be further amended on the terms set forth in your note.

Yours truly,

J. S. GICHURU
(J. S. Gichuru)
Minister for Finance.

BOLIVIA

Agricultural Commodities: Sales Under Title IV

*Agreement signed at La Paz August 17, 1965;
Entered into force August 17, 1965.
With exchange of notes.*

**AGRICULTURAL COMMODITIES AGREEMENT
BETWEEN THE
GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE
GOVERNMENT OF BOLIVIA
UNDER TITLE IV OF THE AGRICULTURAL TRADE
DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED**

**AGRICULTURAL COMMODITIES
AGREEMENT BETWEEN THE
GOVERNMENT OF THE UNITED
STATES OF AMERICA AND THE
GOVERNMENT OF BOLIVIA
UNDER TITLE IV OF THE AGRI-
CULTURAL TRADE DEVELOP-
MENT AND ASSISTANCE ACT,
AS AMENDED**

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

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Bolivia;

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 Bolivia under long-term supply and credit arrangements, the resources and manpower of Bolivia 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 Bolivia pur-

**CONVENIO SOBRE PRODUCTOS
AGRICOLAS ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE BOLIVIA CONFORME AL TITULO IV DE LA LEY DE AYUDA Y FOMENTO AL COMERCIO AGRICOLA Y SUS ENMIENDAS**

El Gobierno de los Estados Unidos de América y el Gobierno de Bolivia:

Reconociendo la conveniencia de expandir el intercambio comercial de productos agrícolas entre sus dos países, de modo que se utilicen productos agrícolas, incluyendo derivados de los mismos, producidos en los Estados Unidos de América, para fomentar el desarrollo económico de Bolivia;

Reconociendo que la expansión de tal intercambio comercial deberá llevarse a cabo en forma en que no disloque las transacciones comerciales al contado de los Estados Unidos de dichos productos, ó perturbe indebidamente los precios mundiales de los productos agrícolas ó los patrones normales del intercambio comercial con naciones amigas;

Reconociendo, además, que al proporcionar dichos productos a Bolivia bajo arreglos de provisión y crédito a largo plazo, los recursos y mano de obra de Bolivia podrán ser utilizados más efectivamente para el desarrollo económico, sin perjudicar, mientras tanto, el normal abastecimiento de productos agrícolas suficientes para uso doméstico.

Deseando fijar los acuerdos que regirán las ventas al Gobierno de Bolivia de estos productos, en la forma especificada

suant 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 Bolivia 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 specified in the commodity table which appears below, 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 Bolivia, of the following commodities:

Commodity: Wheat Flour

Supply Period: United States Fiscal Year 1966

Approximate Maximum Quantity: 7,100 (Metric Tons)

Maximum Export Market Value to be Financed: (1,000) \$ 525

Ocean Transportation (estimated) 97

TOTAL \$ 622

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

a continuación, de conformidad con el Título IV de la Ley de Ayuda y Fomento al Comercio Agrícola y sus enmiendas (que en adelante se llamará la "Ley");

Han convenido lo siguiente:

ARTICULO I

ESTIPULACIONES SOBRE VENTA DE PRODUCTOS

1. Sujeto a la expedición por el Gobierno de los Estados Unidos de América y la aceptación por el Gobierno de Bolivia de las autorizaciones de compra a crédito y la disponibilidad de los productos bajo la Ley al tiempo de su exportación, el Gobierno de los Estados Unidos de América se compromete a financiar, durante el período especificado en el cuadro que aparece a continuación, ó período mayor según lo autorice el Gobierno de los Estados Unidos de América, ventas por dólares americanos, a compradores autorizados por el Gobierno de Bolivia, de los siguientes productos:

Producto: Harina de Trigo

Período de Suministro: Estados Unidos Año Fiscal 1966

Cantidad Máxima Aproximada: 7,100 (Toneladas Métricas)

Valor Máximo en el Mercado de Exportación que será financiado:

(1,000) \$ 525

Transporte Marítimo: (Presupuesto) 97

TOTAL \$622

La suma total de financiamiento amparada por las autorizaciones de compra a crédito no excederá el valor en el mercado de exportación arriba especificado para financiamiento, exceptuando la concesión de financiamiento adicional para transporte marítimo en casos en

¹ 73 Stat. 610; 7 U.S.C. §§ 1731-1736.

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 may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the Agreement.

2. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the 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 Bolivia 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 commodities delivered in each calendar

que la suma de financiamiento presupuesta resulte ser insuficiente debido al requisito de embarcar en buques de matrícula de Estados Unidos. Se entiende que el Gobierno de los Estados Unidos de América puede limitar la suma de financiamiento dispuesta en las autorizaciones de compra a crédito, según lo requiera la baja de precios ó algunos otros factores del mercado, de modo que las cantidades de productos financiados no excedan en mucho las cantidades máximas aproximadas especificadas en el Convenio.

2. Las solicitudes para las autorizaciones de compra a crédito se efectuarán puntualmente después de la fecha en que entre en vigencia este Convenio. Las autorizaciones de compra incluirán estipulaciones con relación a la venta y entrega de los productos y otros pormenores pertinentes.

3. El financiamiento, las ventas y entregas de los productos bajo este Convenio pueden ser terminados por cualquiera de los dos Gobiernos, si ese Gobierno determinara que, por algún cambio en las condiciones, la continuación de tales financiamientos, ventas ó entregas es innecesaria ó indeseable.

ARTICULO II

ESTIPULACIONES DE CREDITO

1. El Gobierno de Bolivia pagará, ó hará pagar, en dólares americanos al Gobierno de los Estados Unidos de América por los productos especificados en el Artículo I y el transporte marítimo correspondiente (con excepción del costo de transporte marítimo que resulte en exceso como consecuencia del requisito de que se utilicen buques de matrícula de Estados Unidos), la cantidad finanziada por el Gobierno de los Estados Unidos de América junto con los intereses correspondientes.

2. La cantidad principal pagadera por productos entregados en cada

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 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 for commodities delivered in each calendar year will begin on the date of last delivery of commodities in such calendar year and shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year. The interest shall be computed at the rate of one percent per annum during the period from the date of last delivery of commodities in such calendar year and the due date of the first payment of principal and $2\frac{1}{2}\%$ thereafter.

4. All payments shall be made in United States dollars and the Government of Bolivia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation 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 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.

año calendario bajo este Convenio, incluyendo el transporte marítimo aplicable sobre tales entregas, será pagada en 19 pagos anuales aproximadamente iguales, el primero de los cuales vencerá dos años después de la fecha de entrega de productos en dicho año calendario. Cualquier pago anual puede hacerse antes de la fecha de vencimiento del mismo.

3. Los intereses sobre el saldo pendiente de la suma principal por productos entregados en cada año calendario empezarán a acumular a partir de la fecha de la última entrega de productos en tal año calendario y se pagarán anualmente comenzando un año después de la fecha de la última entrega de productos en tal año calendario. Los intereses serán calculados a razón del uno porciento por año durante el período comprendido entre la fecha de la última entrega de productos en tal año calendario y la fecha de vencimiento del primer pago de la suma principal, y a razón del $2\frac{1}{2}\%$ de allí en adelante.

4. Todos los pagos se harán en dólares americanos y el Gobierno de Bolivia depositará, ó hará depositar, dichos pagos en la Tesorería de los Estados Unidos para ser acreditados a la Commodity Credit Corporation, a menos que los dos Gobiernos convengan en algún otro depositario.

5. Cada uno de los dos Gobiernos establecerá procedimientos apropiados para facilitar la conciliación de sus respectivos registros de las sumas finanziadas con respecto a los productos entregados durante cada año calendario.

6. Para determinar la fecha de la última entrega de productos por cada año calendario se tomará como fecha de entrega la fecha contenida en el conocimiento de embarque marítimo debidamente firmado ó marcado con iniciales por parte de la empresa transportadora.

ARTICLE IIIGENERAL PROVISIONS

1. The Government of Bolivia 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 (unless 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 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 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 sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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

ARTICULO IIIESTIPULACIONES GENERALES

1. El Gobierno de Bolivia adoptará todas las medidas posibles para evitar la reventa ó reembarque a otros países, ó su uso con otros fines que no sean los domésticos, de los productos agrícolas adquiridos de acuerdo con las estipulaciones del presente Convenio (exceptuándose los casos en que tal reventa, reembarque ó su uso hayan sido específicamente aprobados por el Gobierno de los Estados Unidos de América); evitará la exportación de cualquier producto ya sea de origen extranjero ó doméstico igual ó similar a los productos adquiridos bajo el presente Convenio durante el período que comienza desde la firma de este Convenio y termina con la última fecha en que dichos productos son recibidos y utilizados (exceptuando cuando tal exportación haya sido específicamente aprobada por el Gobierno de los Estados Unidos); y asegurará que la adquisición de los productos bajo el presente Convenio no aumente las disponibilidades de éstos ó productos similares en poder de naciones hostiles a los Estados Unidos de América.

2. Los dos Gobiernos convienen en tomar precauciones razonables para asegurar que todas las ventas y compras de los productos agrícolas que se realicen conforme al presente Convenio no disloquen las transacciones mercantiles usuales de los Estados Unidos de América en estos productos, ni perturben indebidamente los precios mundiales de los productos agrícolas ó los patrones normales del intercambio comercial de naciones amigas de los Estados Unidos de América.

3. En la ejecución de este Convenio los dos Gobiernos procurarán asegurar condiciones de comercio tales que permitan a los comerciantes particulares

and will use their best endeavors to develop and expand continuous market demand for agricultural commodities.

4. The Government of Bolivia will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities; provisions for the maintenance of usual marketings; and information relating to imports and 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

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 La Paz, in duplicate this 17th day of August, 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

DOUGLAS HENDERSON
Douglas Henderson

FOR THE GOVERNMENT OF BOLIVIA

Cnl. J ZENTENO
Cnl. Joaquin Zenteno Anaya

[SEAL]

TIAS 5871

operar eficazmente, y empeñar sus mejores esfuerzos en desarrollar e incrementar la continua demanda mercantil para los productos agrícolas.

4. El Gobierno de Bolivia proporcionará informes trimestrales sobre el progreso del programa, particularmente con respecto a las llegadas y condiciones de los productos; estipulaciones para el mantenimiento de las transacciones mercantiles usuales del producto, e informaciones relativas a las importaciones y exportaciones de los mismos ó productos similares.

ARTICULO IV CONSULTAS

Los dos Gobiernos, a solicitud de cualquiera de ellos, establecerán consultas respecto a cualquier asunto relativo a la aplicación del presente Convenio, ó a la operación de las medidas puestas en práctica para su ejecución.

ARTICULO V ENTRADA EN VIGENCIA

Este Convenio entrará en vigencia en la fecha de su firma.

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

Dado en la Ciudad de La Paz, en duplicado, el día 17 de agosto del año mil novecientos sesenta y cinco.

POR EL GOBIERNO DE BOLIVIA

Cnl. J ZENTENO
Cnl. Joaquin Zenteno Anaya

POR EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA

DOUGLAS HENDERSON
Douglas Henderson

[SEAL]

The American Ambassador to the Bolivian Minister of Foreign Relations

No. 57

LA PAZ, August 17, 1965

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 Bolivia signed today, and to confirm my Government's understanding of the following:

1. With regard to Paragraph 4 of Article III of the Agreement, the Government of Bolivia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: The name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Bolivia agrees to furnish quarterly: (a) A statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of Bolivia showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination, of commodities which are the same as or like those imported under the Agreement.

2. Any pesos bolivianos resulting from the sale within Bolivia of the commodities purchased pursuant to the Agreement which are loaned by the Government of Bolivia to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Bolivia.

3. The Government of Bolivia will use the pesos bolivianos resulting from the sale of commodities financed under the Agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

4. The Government of Bolivia agrees to furnish the Government of the United States of America semi-annual reports showing the total pesos bolivianos available to the Government of Bolivia from the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

5. The Government of Bolivia agrees that Bolivia will import with its own resources from the United States and other Free World sources during United States fiscal year 1966 not less than 40,000 metric tons of wheat and/or wheat flour in wheat equivalent in addition to the commodities imported from the United States and financed under any Agriculture Commodities Agreement between our two Governments under Titles I or IV of the Agricultural Trade Development and Assistance Act, as amended.

6. Should the Government of Bolivia engage the services of a firm or individual of the United States of America as its agent to handle procurement of the commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the agency and the Government of Bolivia must be submitted to the United States Department of Agriculture for approval prior to the issuance of applicable purchase authorizations.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Government of Bolivia.

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

DOUGLAS HENDERSON

His Excellency

Col. JOAQUÍN ZENTENO ANAYA,
Minister of Foreign Relations,
La Paz

The Bolivian Minister of Foreign Relations to the American Ambassador

REPÚBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

Número: D.G.A.N.

LA PAZ, 17 de agosto de 1965.

SEÑOR EMBAJADOR:

Me es honroso avisar recibo de la nota de Vuestra Excelencia, No. 57, de 17 los corrientes, que textualmente dice:

"Embajada de los Estados Unidos de América. La Paz, 17 de agosto de 1965. No. 57.

"Excelencia:

"Tengo el honor de referirme al Convenio sobre Productos Agrícolas concertado hoy entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia y confirmarle lo que mi Gobierno entiende con respecto a los siguientes puntos:"

"1. Con respecto al Párrafo 4 del Artículo III del Convenio, el Gobierno de Bolivia, conviene en proporcionar trimestralmente la siguiente información con relación a cada embarque de productos recibidos bajo este Convenio: El nombre de cada buque, la fecha de arribo, el puerto de arribo, el producto y la cantidad recibida, las condiciones en que fué recibido, la fecha en que se terminó el desembarque, y la disposición del embarque, es decir, si fué almacenado, distribuido localmente ó embarcado, y en este último caso, su destino. Además, el Gobierno de Bolivia conviene en proporcionar trimestralmente: (a) Un informe de las medidas tomadas para evitar la reventa ó reembarque de productos proporcionados; (b) seguridades que el

programa no ha resultado en aumento en las disponibilidades del mismo ó productos similares en otros países; y (c) un informe del Gobierno de Bolivia indicando el progreso alcanzado en el cumplimiento de compromisos sobre transacciones mercantiles usuales, acompañado de datos estadísticos sobre importaciones y exportaciones por país de origen ó destino, de productos que sean iguales ó similares a los importados bajo el Convenio".

"2. Los fondos en pesos bolivianos resultantes de la venta en Bolivia de los productos adquiridos bajo este Convenio que sean prestados por el Gobierno de Bolivia a organizaciones privadas ó no-gubernamentales serán prestados con intereses aproximadamente equivalentes a los intereses que normalmente se cobran en Bolivia en préstamos similares".

"3. El Gobierno de Bolivia utilizará los fondos en pesos bolivianos resultantes de la venta de productos financiados bajo el Convenio para programas de desarrollo económico y social sobre los cuales haya acuerdo entre nuestros dos Gobiernos".

"4. El Gobierno de Bolivia conviene en proporcionar al Gobierno de los Estados Unidos de América informes semestrales indicando los fondos en pesos bolivianos procedentes de la venta de los productos que el Gobierno de Bolivia tenga disponibles, é informes detallando los proyectos emprendidos, incluyendo información sobre el nombre, lugar y cantidad invertida en cada proyecto".

"5. El Gobierno de Bolivia conviene en que Bolivia importará con sus propios recursos, de los Estados Unidos y otras fuentes del Mundo Libre, durante el año fiscal de los Estados Unidos 1966, no menos de 40,000 toneladas métricas de trigo, o su equivalente en harina de trigo, o una combinación de ambos, aparte de los productos importados de los Estados Unidos de América y financiados bajo cualquier Convenio sobre Productos Agrícolas entre nuestros dos Gobiernos bajo los Títulos I ó IV de la Ley de Ayuda y Fomento al Comercio Agrícola, y sus enmiendas."

"6. Si el Gobierno de Bolivia emplease los servicios de una firma ó individuo de los Estados Unidos de América como representante para encargarse de la adquisición del producto y/o el transporte marítimo, tal representante deberá ser aprobado por el Departamento de Agricultura de los Estados Unidos. Una copia del convenio entre el representante y el Gobierno de Bolivia deberá ser presentada al Departamento de Agricultura de los Estados Unidos para su aprobación antes de la expedición de las autorizaciones de compra correspondientes".

"Mucho agradeceré a Su Excelencia su confirmación de que lo anterior también representa el entendimiento del Gobierno de Bolivia".

"Acepte usted, Excelencia, las renovadas seguridades de mi más alta consideración. (Firmado) Douglas Henderson".

En respuesta, tengo el honor de confirmar a Vuestra Excelencia la aceptación del Gobierno de Bolivia a los puntos mencionados en la nota transcripta.

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

Cnl. J ZENTENO

A Su Excelencia
el Señor DOUGLAS HENDERSON,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.-*

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. D.G.A.N.

LA PAZ, August 17, 1965

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 57 of August 17, 1965, the text of which reads as follows:

[For the English language text see *ante*, p. 1225.]

In reply, I have the honor to confirm to Your Excellency the acceptance by the Government of Bolivia of the points referred to in the transcribed note.

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

Cnl. J ZENTENO

His Excellency

DOUGLAS HENDERSON,
*Ambassador Extraordinary
of the United States of America,
City.*

HONG KONG

Trade in Cotton Textiles

*Arrangement effected by exchange of letters
Signed at Hong Kong November 7 and 16, 1964;
Entered into force November 16, 1964.*

*The Hong Kong Director of Commerce and Industry to the
American Consul General*

TELEGRAPHIC ADDRESS:—
"CANDIHONG" HONG KONG

COMMERCE & INDUSTRY DEPARTMENT,
FIRE BRIGADE BUILDING,
HONG KONG.

OUR REF.: CR.11/5905/56.IX

7TH NOVEMBER, 1964.

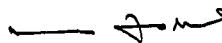
SIR,

I have the honour to acknowledge with thanks the receipt of your letter of 4th November 1964 [¹] about the arrangements for the export of cotton textile products from Hong Kong to the United States during the third year of the Long Term Cotton Textiles Arrangement, [²] that is from 1st October 1964 – 30th September 1965.

I am glad to be able to confirm that the few points which were outstanding when you wrote your letter have now, I think, been resolved, and I enclose for your consideration the text of a Memorandum of Agreement which I hope represents comprehensively and clearly the terms of the final understanding that has been reached. This Memorandum has been carefully studied by officers of your Consulate-General and of my department, and I shall be glad if you will now confirm at your convenience that the United States authorities are in agreement with its terms.

We note with satisfaction from your letter under reference that your Government is in agreement with our views on the question how problems of product classification should be handled, and also about the importance of reaching an early accord on all matters relating to these restrictions. On the second point, the disruption that results from delay in the resolution of such matters is felt chiefly by the exporting countries, and we shall address you at an early date about such arrangements as may still be necessary for the year 1965–1966; we are grateful for your assurance that you are as ready as we are to give this question early consideration.

I have the honour to be, Sir,
Your obedient servant,



(D. R. Holmes)
Director of Commerce and Industry

EDWARD E. RICE, Esq.,
The Consul General,
American Consulate-General,
26 Garden Road,
Hong Kong.

Encl./

¹ Not printed.

² TIAS 5240; 13 UST 2672.

MEMORANDUM OF UNDERSTANDING

Following negotiations between the Hong Kong and United States Governments to determine the arrangements under which the Hong Kong Government will continue to exercise restraint over exports of the categories of cotton textiles listed and described in columns one and two of Appendix 1 to this Memorandum, to the United States of America during the third year of the International Long-term Cotton Textiles Arrangement [1] (hereinafter called the Arrangement) commencing 1st October 1964, the Hong Kong Government has set out in this Memorandum its understanding of the restraint levels which the Hong Kong and United States Governments have agreed will apply to the products concerned during the third year of the Arrangement. This Memorandum also clarifies a number of additional points of agreement arrived at between the two Governments.

2. It is agreed by the Hong Kong and the United States Governments:—

- (1) That the restraint levels shown in column three of Appendix 1 shall apply during the third year of the Arrangement, i.e. from 1st October 1964 to 30th September 1965. This being so, these levels will be used in computation of the minimum restraint levels which may be requested by the United States Government, under paragraph 3 of Annex B of the Arrangement [1] in relation to exports from Hong Kong to the United States during the fourth year of the Arrangement, i.e. from 1st October 1965 to 30th September 1966, should such restraints be continued.
- (2) That the restraint levels shown in column three of Appendix 1 are deemed for all purposes to have been negotiated under Article 3 [1] of the Arrangement.
- (3) That, recognizing that this Memorandum aligns to the best knowledge of our two Governments, Hong Kong's export control practices and United States classification practices as far as it is practicable to do so (unless agreed otherwise), each Government will consult with the other, at the earliest possible opportunity, if it comes to the notice of either Government that any problem in the classification of specific products may be developing, and that both Governments will seek by all means at their disposal to resolve any problems of classification practice which may be found to exist, in a manner compatible with the interests of both Governments.
- (4) That the Hong Kong Government will continue, during the third year of the Arrangement, the voluntary export spacing arrangements for the restrained categories in the manner and

¹ TIAS 5240; 13 UST 2672, 2681, 2675.

- in the proportions applied during the second year of the Arrangement.
- (5) That the Hong Kong Government will provide the United States Government periodically with such information on exports in restrained and unrestrained categories as has been provided during the second year of the Arrangement, and such other information as may be mutually agreed upon.
 - (6) That exports in category 52 during the third year of the Arrangement, and thereafter, shall be confined to cotton woven blouses and that the nomenclature for this category shall be changed accordingly to "Blouses, not knit" in all official communications and for the purposes of the Hong Kong export controls. Knit blouses shall be classified and reported in a separate product sub-category of category 62.
 - (7) That the non-blouse components of blouse sets shall be classified, during the third year of the Arrangement and thereafter, in the categories in which they would be classified if exported separately, e.g. ladies' slacks will be classified in category 51 and ladies' skirts in category 63.
 - (8) That the Hong Kong Government will forgo the 5% growth for 1964/65 provided under the terms of the Arrangement in respect of category 51.
 - (9) That the Hong Kong Government will forgo the right to swing into category 51 in respect of the transfer increase of 325,000 dozens described in paragraph 2(13) of this Memorandum. Category 51 will therefore be restricted during 1964/65 to a swing increase amounting to 5% of the 1963/64 restraint level, i.e. 5% of 1,280,858 dozens equal to 64,043 dozens.
 - (10) That exports of duck within category 26 during the third year of the Arrangement shall be restricted to a level not greater than 21.5 million square yards.
 - (11) That an export shortfall equivalent to 1.4 million square yards (using U.S. conversion factors) shall be induced during the third year of the Arrangement in the restrained made-ups and apparel categories, i.e. those categories from 28 to 64(1) inclusive as listed in Appendix 1. It is expected that a substantial proportion of this shortfall will occur in the apparel categories, but no assurance as to the proportions into which it will be divided can be given by the Hong Kong Government.
 - (12) The Hong Kong Government confirms that, where under United States classification procedures components of matching sets (not "entireties") are classifiable in separate cate-

gories, it classifies such components in the separate categories applicable to each part.

- (13) That the agreed 1963/64 restraint level for category 51, i.e. 1,280,858 dozens, shall be increased for the third year of the Arrangement by 325,000 dozens in order to take partial account of export performance in non-blouse components of blouse sets exported during the second year of the Arrangement under category 52. The agreed restraint level for category 51 for the third year of the Arrangement shall therefore be as shown in column three of Appendix 1, i.e. 1,605,858 dozens.
- (14) That the restraint level for corduroy apparel during the third year of the Arrangement shall be 7 million square yards. This represents an increase of 3 million square yards over the agreed restraint level for the second year of the Arrangement.
- (15) That categories 41 and 42 shall be amalgamated with a combined restraint level during the third year of the Arrangement. The agreed restraint level is shown in column three of Appendix 1.
- (16) That category 45 shall be increased, and category 46 shall be correspondingly reduced, by a quantity equivalent to the quantity of short-sleeved dress shirts which shall prove to have been shipped from Hong Kong to the United States during the period 1st October 1963 to 30th September 1964 inclusive under category 46 quotas.
- (17) That the export restraint in category 62 shall be confined to sweatshirts which shall be isolated in a sub-category of category 62 and restrained during the third year of the Long-term Arrangement at the level shown in column three of Appendix 1. The remainder of category 62 shall be derestrained, without prejudice to the right of the United States Government to request restraint in further product sub-categories under the terms of the Arrangement. As indicated in paragraph 2(6) of this Memorandum, it is agreed by both Governments that knit blouses shall be classified and recorded in a separate product sub-category of this miscellaneous category.
- (18) That the Hong Kong Government shall have the option of permitting "swing" transfers freely between categories 15, 16, 18, 19, 23, 24 and 25, provided that the maximum export level in any one of these categories during the third year of the Arrangement shall not exceed two million square yards.
- (19) The terms of this Memorandum of Understanding shall not be altered except by mutual agreement of both Governments.

3. This Memorandum sets out all the main points of agreement between the Hong Kong and United States Governments in relation to exports of cotton textiles from Hong Kong to the United States during the third year of the Arrangement. It is recognized, however, that there may still be differences in minor points of procedure or operation and it is agreed that these should be dealt with, as they arise, by discussion and exchange of correspondence between the Commerce and Industry Department, Hong Kong Government and the United States Consulate General in Hong Kong.

COMMERCE AND INDUSTRY DEPARTMENT,
HONG KONG GOVERNMENT.

11th November, 1964.

MEMORANDUM OF UNDERSTANDING**APPENDIX**

(1)	(2)	(3)	(4)
Category No.	Description	Unit 1964/65 Restraint Levels	Equivalent Square Yardage
		Lbs.	
YARN Sub-Total: 994, 980			
5	Ginghams, carded yarn	Sq. yds. 3, 628, 126	3, 628, 126
6	Ginghams, combed yarn	" 757, 050	757, 050
9	Sheeting, carded yarn	" 50, 500, 051	50, 500, 051
15	Poplin and broadcloth, carded yarn	" 1, 622, 250	1, 622, 250
16	Poplin and broadcloth, combed yarn	" 594, 825	594, 825
18	Print cloth type shirting, 80 x 80 type, carded yarn	" 118, 965	118, 965
19	Print cloth type shirting, other than 80 x 80 type, carded yarn	" 675, 938	675, 938
22	Twill and sateen (including Jean, Drill and Denim), carded yarn	" 17, 517, 701	17, 517, 701
23	Twill and sateen (including Jean, Drill and Denim), combed yarn	" 702, 975	702, 975
24	Yarn-dyed fabrics, except ginghams, carded yarn	" 254, 153	254, 153
25	Yarn-dyed fabrics, except ginghams, combed yarn	" 248, 745	248, 745
26	Fabrics (including Duck) n.e.s., carded yarn	" 31, 080, 177	31, 080, 177
27(1)	Oxford type cloth, combed yarn	" 1, 081, 500	1, 081, 500
PIECEGOODS Sub-Total: 108, 782, 456			

(1)	(2)	(3)	(4)	
Category No.	Description	Unit	1964/65 Restraint Levels	Equivalent Square Yardage
28	Pillowcases, plain, carded yarn	Nos.	486, 675	527, 556
30	Dish towels	"	848, 890	295, 413
31	Towels other than dish towels	"	10, 490, 550	3, 650, 711
36	Bedspreads	"	54, 075	373, 118
64(1)	Industrial wiping cloths	Lbs.	3, 677, 100	16, 914, 660
MADE-UPS Sub-Total: 21, 761, 458				
39	Gloves	Doz.	237, 037	836, 031
41	Men's and boys' all white T. shirts, knit or crocheted	"	132, 300	413, 438 (see para. 2(15))
42	Other T. shirts	"	138	2, 990, 807
43	Knitshirts other than T. shirts and sweatshirts (including infants)	"	386, 350	2, 794, 848
45	Men's and boys' shirts, dress, not knit or crocheted	"	286, 650	Subject to adjustment (see para. 2(16))
46	Men's and boys' shirts, sport, not knit or crocheted	"	825, 825	6, 359, 617
48	Raincoats, $\frac{3}{4}$ -length or over	"	11, 942	20, 197, 202
49	All other coats	"	45, 330	597, 059
50	Men's and boys' trousers, slacks and shorts (outer) not knit or crocheted	"	771, 750	1, 473, 234
51	Women's, misses' and children's trousers, slacks and shorts (outer) not knit or crocheted	"	1, 605, 858	13, 734, 835
52	Blouses, not knit	"	1, 119, 037	28, 579, 455
				16, 259, 615

(1) Category No.	(2) Description	(3) Unit 1964/65 Restraint Levels	(4) Equivalent Square Yardage
53	Women's, misses', children's and infants' dresses (including nurses' and other uniform dresses), not knit or crocheted	Doz.	60, 637
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouse and skirts, blouse and trousers, or blouse, shorts and skirt sets)	"	132, 300
55	Dressing gowns including bath robes, beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	"	97, 650 496, 125
60	Nightwear and pyjamas	"	4, 980, 150 25, 778, 655
61	Brassieres and other body supporting garments	"	1, 549, 012
62(1)	Knitted sweatshirts	Lbs.	7, 357, 810 1, 445, 378 314, 212

APPAREL SUB-TOTAL: 139, 439, 075

SUB-TOTAL SUMMARY	
Yarn	944, 980
Piecegoods	108, 782, 456
Made-ups	21, 761, 458
Apparel	139, 439, 075
Total Equivalent Yardage:	270, 977, 969

*The American Consul General to the Hong Kong Director of
Commerce and Industry*

AMERICAN CONSULATE GENERAL,
HONG KONG, B.C.C.
November 16, 1964.

DEAR MR. HOLMES:

I have the honor to acknowledge the receipt of your letter of November 7, 1964, and the Memorandum attached thereto concerning the exportation of cotton textile products from Hong Kong to the United States during the third year of the Long Term Cotton Textile Arrangement, that is, for the period from October 1, 1964, through September 30, 1965.

I am pleased to inform you that the undertakings of the Governments of Hong Kong and the United States as set forth in the Memorandum attached to your letter, and the annex thereto establishing export restraint levels, are satisfactory to the United States Government.

I am gratified to note the successful completion of this year's negotiations between the Governments of the United States and of Hong Kong, and I wish to offer on behalf of my Government our sincere appreciation for the Hong Kong Government's most valued cooperation in achieving this understanding.

Sincerely yours,

EDWARD E. RICE
Consul General

The Honorable

D. R. HOLMES,
Director,
Commerce and Industry Department,
Fire Brigade Building,
Hong Kong.

MULTILATERAL

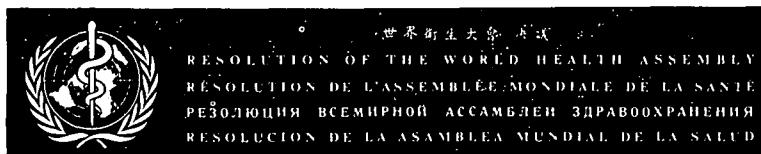
Statute of International Agency for Research on Cancer

Done at the Eighteenth World Health Assembly at Geneva

May 20, 1965;

Entered into force September 15, 1965.

With resolution.



EIGHTEENTH WORLD HEALTH ASSEMBLY

ORIGINAL: ENGLISH AND
FRENCH

WHA18.44

20 MAY 1965

ESTABLISHMENT OF AN INTERNATIONAL AGENCY FOR RESEARCH ON CANCER

The Eighteenth World Health Assembly,

Cognizant of Article 18 of the Constitution [1] which provides, inter alia, that one of the functions of the Health Assembly shall be to establish such other institutions as it may consider desirable with a view to promoting and carrying on research;

Considering that the Governments of the Federal Republic of Germany, France, Italy, the United Kingdom of Great Britain and Northern Ireland and the United States of America have agreed to

¹ TIAS 1808; 62 Stat. (pt. 3) 2684.

sponsor the creation of and to participate in the functioning of an International Agency for Research on Cancer in accordance with the provisions of its Statute;¹

Considering that many governments have expressed their interest in the creation of such an Agency; and

Considering resolution WHA17.49 of the Seventeenth World Health Assembly,

DECIDES to establish an International Agency for Research on Cancer which shall carry on its functions in accordance with the provisions of its Statute.¹

Twelfth plenary meeting, 20 May 1965
A18/VR/12

¹ Annexed. [Footnote in original.]

ANNEX

STATUTE OF INTERNATIONAL AGENCY FOR RESEARCH ON CANCER

ARTICLE 1. OBJECTIVE

The objective of the International Agency for Research on Cancer shall be to promote international collaboration in cancer research. The Agency shall serve as a means through which Participating States and the World Health Organization, in liaison with the International Union against Cancer and other interested international organizations, may co-operate in the stimulation and support of all phases of research related to the problem of cancer.

ARTICLE II. FUNCTIONS

In order to achieve its objectives, the Agency shall have the following functions:

1. The Agency shall make provision for planning, promoting and developing research in all phases of the causation, treatment and prevention of cancer.
2. The Agency shall carry out a programme of permanent activities. These activities shall include:
 - (a) the collection and dissemination of information on epidemiology of cancer, on cancer research and on the causation and prevention of cancer throughout the world;
 - (b) the consideration of proposals and preparation of plans for projects in, or in support of, cancer research; such projects should be designed to make the best possible use of any scientific and financial resources and special opportunities for studies of the natural history of cancer which may arise;
 - (c) the education and training of personnel for cancer research.
3. The Agency may arrange for the carrying out of special projects; however, such special projects shall be initiated only upon the specific approval of the Governing Council, based upon the recommendation of the Scientific Council.
4. Such special projects may include:
 - (a) activities complementary to the permanent programme;
 - (b) the demonstration of pilot cancer prevention activities;
 - (c) the encouragement of, and the giving of assistance to, research at the national level, if necessary by the direct establishment of research organizations.
5. In carrying out its programme of permanent services or any special projects the Agency may collaborate with any other entity.

ARTICLE III. PARTICIPATING STATES

Any Member of the World Health Organization may, subject to the provisions of Article XII, participate actively in the Agency by undertaking, in a notification to the Director-General of the World Health Organization, to observe and apply the provisions of this Statute. In this Statute, Members which have made such a notification are termed "Participating States".

ARTICLE IV. STRUCTURE

The Agency shall comprise:

- (a) the Governing Council;
- (b) the Scientific Council;
- (c) the Secretariat.

ARTICLE V. THE GOVERNING COUNCIL

1. The Governing Council shall be composed of one representative of each Participating State and the Director-General of the World Health Organization, who may be accompanied by alternates or advisers.
2. Each member of the Governing Council shall have one vote.
3. The Governing Council shall:
 - (a) adopt the budget;
 - (b) adopt financial regulations;
 - (c) control expenditure;
 - (d) decide on the size of the Secretariat;
 - (e) elect its officers;
 - (f) adopt its own rules of procedure.
4. The Governing Council after considering the recommendations of the Scientific Council, shall:
 - (a) adopt the programme of permanent activities;
 - (b) approve any special project;
 - (c) decide upon any supplementary programme.
5. Decisions of the Governing Council under sub-paragraphs (a) and (b) of paragraph 3 of this Article shall be made by a two-thirds majority of its members which are Participating States.
6. Decisions of the Governing Council shall be taken by a simple majority of members present and voting, except as otherwise provided in this Statute. A majority of members shall constitute a quorum.
7. The Governing Council shall meet in ordinary session at least once in each year. It may also meet in extraordinary session at the request of one-third of its members.

8. The Governing Council may appoint sub-committees and working groups.

ARTICLE VI. THE SCIENTIFIC COUNCIL

1. The Scientific Council shall be composed of twelve highly qualified scientists, selected on the basis of their technical competence in cancer research and allied fields.
2. The members of the Scientific Council shall be appointed by the Governing Council. The Director-General of the World Health Organization, after consultation with qualified scientific organizations, shall propose a list of experts to the Governing Council.
3. Each member of the Scientific Council shall serve for a term of three years. However, of the members first appointed, the terms of four members shall expire at the end of one year, and the terms of four more members shall expire at the end of two years. The members whose terms are to expire at the end of one year and the members whose terms are to expire at the end of two years shall be chosen by lot to be drawn by the Director-General of the World Health Organization immediately after the first appointments have been made.

Any member leaving the Scientific Council can be re-appointed only after at least one year has elapsed, except those who have been chosen by lot in accordance with the above procedure.

4. The Scientific Council shall be responsible for:
 - (a) adopting its own rules of procedure;
 - (b) the periodical evaluation of the activities of the Agency;
 - (c) recommending programmes and preparing special projects for submission to the Governing Council;
 - (d) the periodical evaluation of special projects sponsored by the Agency;
 - (e) reporting to the Governing Council, for consideration at the time that body considers the programme and budget, upon the matters dealt with in sub-paragraphs (b), (c) and (d) above.

ARTICLE VII. SECRETARIAT

1. Subject to the general authority of the Director-General of the World Health Organization, the Secretariat shall be the administrative and technical organ of the Agency. It shall in addition carry out the decisions of the Governing Council and the Scientific Council.
2. The Secretariat shall consist of the Director of the Agency and such technical and administrative staff as may be required.
3. The Director of the Agency shall be selected by the Governing Council. The appointment shall be effected by the Director-General of the World Health Organization on such terms as the Governing Council may determine.

4. The staff of the Agency shall be appointed in a manner to be determined by agreement between the Director-General of the World Health Organization and the Director of the Agency.

5. The Director of the Agency shall be the chief executive officer of the Agency. He shall be responsible for:

- (a) preparing the future programme and the budget estimates;
- (b) supervising the execution of the programme and the scientific activities;
- (c) directing administrative and financial matters.

6. The Director of the Agency shall submit a report on the progress of the Agency and the budget estimates for the next financial year to each Participating State and to the Director-General of the World Health Organization, which shall be distributed to reach them at least thirty days before the regular annual meeting of the Governing Council.

ARTICLE VIII. FINANCE

1. The administrative services and permanent activities of the Agency shall be financed by equal annual contributions by each Participating State.

2. These annual contributions shall be due on 1 January of each year and must be paid not later than 31 December of that year.

3. These annual contributions shall be \$150 000.

4. The amount of these contributions shall not be changed for five years except by unanimous decision of the Governing Council. After that period, any decision to change the amount shall require a two-thirds majority of the members of the Governing Council who are representatives of Participating States.

5. A Participating State which is in arrears in the payment of its annual contribution shall have no vote in the Governing Council if the amount of its arrears equals or exceeds the amount of contributions due from it for the preceding financial year.

6. The Governing Council may establish a working capital fund and decide its amount.

7. The Governing Council shall be empowered to accept grants or special contributions from any individual, body or government.

The special projects of the Agency shall be financed from such grants or special contributions.

8. The funds and assets of the Agency shall be treated as trust funds under Article VI (6) and (7) of the Financial Regulations of the World Health Organization. They shall be accounted for separately from the funds and assets of the World Health Organization and administered in accordance with the financial regulations adopted by the Governing Council.

ARTICLE IX. HEADQUARTERS

The site of the headquarters of the Agency shall be determined by the Governing Council.

ARTICLE X. AMENDMENTS

Except as provided in Article VIII, 4, amendments to this Statute shall come into force when adopted by the Governing Council by a two-thirds majority of its members who are representatives of Participating States and accepted by the World Health Assembly.

ARTICLE XI. ENTRY INTO FORCE

The provisions of this Statute shall enter into force when five of the States which took the initiative in proposing the International Agency for Research on Cancer have given the undertaking referred to in Article III to observe and apply the provisions of the present Statute.^[1]

ARTICLE XII. NEW PARTICIPATING STATES

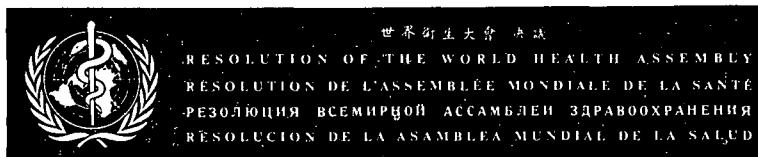
After the entry into force of this Statute, any State Member of the World Health Organization may be admitted as a Participating State, provided that:

- (a) the Governing Council, by a two-thirds majority of its members who are representatives of Participating States, considers that the State is able to contribute effectively to the scientific and technical work of the Agency;
- (b) and thereafter, the State gives the undertaking referred to in Article III.

ARTICLE XIII. WITHDRAWAL FROM PARTICIPATION

A Participating State may withdraw from participation in the operation of the Agency by notifying the Director-General of the World Health Organization of its intention to withdraw. Such a notification shall take effect six months after its receipt by the Director-General of the World Health Organization.

¹ Notifications to observe and apply the provisions of the Statute were received from the following States on the dates indicated: France, June 1, 1965; United States, June 11, 1965; Federal Republic of Germany, June 11, 1965; United Kingdom, July 6, 1965; Italy, September 15, 1965. Consequently, the provisions of the Statute entered into force on September 15, 1965.



DIX-HUITIEME ASSEMBLEE MONDIALE
DE LA SANTE

WHA18.44

ORIGINAL: FRANCAIS
ET ANGLAIS

20 MAI 1965

**CREATION D'UN CENTRE INTERNATIONAL DE RECHERCHE
SUR LE CANCER**

La Dix-Huitième Assemblée mondiale de la Santé,

Attendu que l'article 18 de la Constitution prévoit, notamment, que l'une des attributions de l'Assemblée sera de créer, dans le domaine de la santé, toutes institutions qu'elle estimera désirables en vue de promouvoir et de conduire la recherche;

Considérant que les Gouvernements des Etats-Unis d'Amérique, de la France, de l'Italie, de la République fédérale d'Allemagne et du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord ont souscrit à l'initiative de créer et de participer au fonctionnement d'un Centre international de Recherche sur le Cancer selon les dispositions du statut ci-annexé;¹

Considérant que de nombreux gouvernements ont manifesté leur sympathie pour la création d'un tel Centre; et

Vu la résolution WHA17.49 de la Dix-Septième Assemblée mondiale de la Santé,

DECIDE de créer un Centre international de Recherche sur le Cancer qui exercera ses fonctions conformément aux dispositions du statut ci-annexé.¹

Douzième séance plénière, 20 mai 1965
A18/VR/12

¹ Annexe.

ANNEXE

STATUT DU CENTRE INTERNATIONAL DE RECHERCHE SUR LE
CANCER

Article Ier — But

Le but du Centre international de Recherche sur le Cancer est de promouvoir la collaboration internationale en matière de recherche sur le cancer. Le Centre constitue le moyen par lequel les Etats participants et l'Organisation mondiale de la Santé, en liaison avec l'Union internationale contre le Cancer et d'autres organisations internationales intéressées, peuvent coopérer en vue de stimuler et de soutenir toutes les phases de la recherche relative au problème du cancer.

Article II — Attributions

En vue d'atteindre ses objectifs, le Centre a les attributions suivantes:

1. Le Centre prend des dispositions en vue de planifier, promouvoir et développer la recherche relativement à tout ce qui concerne l'origine, le traitement et la prévention du cancer.

2. Le Centre exécute un programme d'activités permanentes. Ces activités comprennent:

a) le rassemblement et la diffusion des renseignements portant sur l'épidémiologie du cancer, la recherche cancérologique, les causes et la prévention du cancer dans le monde entier;

b) l'examen de propositions et l'élaboration de plans relatifs à des projets de recherche cancérologique ou destinés à soutenir ladite recherche; ces projets doivent être conçus de manière à exploiter au maximum toutes ressources scientifiques et financières et toutes occasions spéciales d'études sur l'histoire naturelle du cancer qui peuvent se présenter;

c) l'instruction et la formation du personnel pour la recherche cancérologique.

3. Le Centre peut prendre des dispositions en vue de l'exécution de projets spéciaux; toutefois, ces projets spéciaux ne doivent être entrepris qu'avec l'approbation expresse du Conseil de Direction donnée sur recommandation du Conseil scientifique.

4. Lesdits projets spéciaux peuvent porter sur:

a) des activités complémentaires du programme permanent;

b) la démonstration d'activités pilotes en matière de prévention du cancer;

c) l'encouragement et l'octroi d'aide à la recherche sur le plan national, au besoin par la création directe d'organismes de recherche.

5. Dans l'exécution de son programme d'activités permanentes ou de tous projets spéciaux, le Centre peut collaborer avec tout autre organisme.

Article III – Etats participants

Tout Membre de l'Organisation mondiale de la Santé peut, sous réserve des dispositions de l'article XII, participer activement au Centre en s'engageant, par notification au Directeur général de l'Organisation mondiale de la Santé, à observer et appliquer les dispositions du présent statut. Dans ledit statut, les Membres qui ont adressé une telle communication sont appelés "Etats participants".

Article IV – Structure

Le Centre comprend:

- a) le Conseil de Direction;
- b) le Conseil scientifique;
- c) le Secrétariat.

Article V – le Conseil de Direction

1. Le Conseil de Direction est composé d'un représentant de chaque Etat participant et du Directeur général de l'Organisation mondiale de la Santé, qui peuvent être accompagnés de suppléants ou de conseillers.

2. Chaque membre du Conseil de Direction dispose d'une voix.

3. Le Conseil de Direction:

- a) adopte le budget,
- b) adopte le règlement financier,
- c) contrôle les dépenses,
- d) fixe l'effectif du personnel du Secrétariat,
- e) nomme les membres de son bureau,
- f) adopte son règlement intérieur.

4. Le Conseil de Direction, après examen des recommandations du Conseil scientifique:

- a) adopte le programme d'activités permanentes,
- b) approuve tout projet spécial,
- c) statue sur tout programme supplémentaire.

5. Les décisions du Conseil de Direction relevant des alinéas a) et b) du paragraphe 3 du présent article sont prises à la majorité des deux tiers de ceux de ses membres qui représentent des Etats participants.

6. Les décisions du Conseil de Direction sont prises à la majorité simple des membres présents et participant au scrutin, sauf dispositions contraires prévues au présent statut. Le quorum est constitué par la majorité des membres.
7. Le Conseil de Direction se réunit en session ordinaire au moins une fois par an. Il peut également se réunir en session extraordinaire à la demande du tiers de ses membres.
8. Le Conseil de Direction peut nommer des sous-commissions et des groupes de travail.

Article VI – Le Conseil scientifique

1. Le Conseil scientifique est composé de douze personnalités scientifiques hautement qualifiées, choisies en considération de leurs compétences techniques dans le domaine de la recherche sur le cancer et les domaines connexes.
2. Les membres du Conseil scientifique sont nommés par le Conseil de Direction. Le Directeur général de l'Organisation mondiale de la Santé, après consultation d'organisations scientifiques compétentes, soumet une liste d'experts au Conseil de Direction.
3. Chaque membre du Conseil scientifique est nommé pour trois ans. Cependant, quatre des premiers membres nommés verront leur mandat expirer au bout d'un an, et quatre autres au bout de deux ans. Les membres dont le mandat doit expirer au bout d'un an et les membres dont le mandat doit expirer au bout de deux ans seront tirés au sort par le Directeur général de l'Organisation mondiale de la Santé immédiatement après la première désignation.
Tout membre sortant du Conseil scientifique n'est rééligible qu'à l'expiration d'un délai d'au moins un an, à l'exception des membres dont le nom a été tiré au sort conformément aux dispositions ci-dessus.
4. Le Conseil scientifique a pour mission de:
 - a) adopter son règlement intérieur;
 - b) formuler périodiquement des avis sur les activités du Centre;
 - c) recommander les programmes des activités permanentes et préparer les projets spéciaux à soumettre au Conseil de Direction;
 - d) formuler périodiquement des avis sur les projets spéciaux financés par le Centre;
 - e) présenter au Conseil de Direction des rapports sur les activités prévues aux alinéas b), c) et d) ci-dessus aux fins d'examen à l'époque à laquelle ledit Conseil examine le programme et le budget.

Article VII – Secrétariat

1. Sous l'autorité générale du Directeur général de l'Organisation mondiale de la Santé, le Secrétariat constitue l'organe administratif

et technique du Centre; en outre, il exécute les décisions du Conseil de Direction et du Conseil scientifique.

2. Le Secrétariat se compose du Directeur du Centre et du personnel technique et administratif nécessaire.

3. Le Directeur du Centre est choisi par le Conseil de Direction; le Directeur général de l'Organisation mondiale de la Santé procède à sa nomination dans les conditions déterminées par le Conseil de Direction.

4. Le personnel du Centre est nommé dans des conditions déterminées d'un commun accord entre le Directeur général de l'Organisation mondiale de la Santé et le Directeur du Centre.

5. Le Directeur du Centre est la plus haute autorité exécutive du Centre. Il est chargé de:

- a) préparer le programme futur et les prévisions budgétaires;
- b) surveiller la mise en oeuvre du programme et les activités scientifiques;
- c) diriger les activités administratives et financières.

6. Le Directeur du Centre présente un rapport sur les travaux du Centre et les prévisions budgétaires pour l'exercice suivant à chaque Etat participant et au Directeur général de l'Organisation mondiale de la Santé; ce rapport doit leur parvenir trente jours au moins avant la date de la session annuelle ordinaire du Conseil de Direction.

Article VIII – Finances

1. Les Services administratifs et les activités permanentes du Centre sont financés par des contributions annuelles égales versées par chaque Etat participant.

2. Ces contributions annuelles sont exigibles au premier janvier de chaque année et doivent être versées au plus tard le 31 décembre de l'exercice.

3. Ces contributions annuelles sont fixées à \$150 000.

4. Le montant de ces contributions ne pourra être modifié pendant cinq ans que par une décision du Conseil de Direction adoptée à l'unanimité. Après cette période, toute décision de modifier ce montant pourra être prise par le Conseil de Direction à la majorité des deux tiers de ceux de ses membres qui représentent des Etats participants.

5. Un Etat participant qui est en retard dans le paiement de sa contribution annuelle perd son droit de vote au Conseil de Direction si l'arriéré égale ou excède le montant de la contribution dû par lui pour l'exercice financier précédent.

6. Le Conseil de Direction peut créer un fonds de roulement dont il établit le montant.

7. Le Conseil de Direction est habilité à accepter des dons et des subventions spéciales émanant de toute personne physique ou morale, ou de tout gouvernement.

Les projets spéciaux du Centre sont financés par de tels dons ou subventions spéciales.

8. Les biens et avoirs du Centre seront considérés comme des fonds de dépôt au sens de l'article VI, paragraphes 6 et 7 du règlement financier de l'Organisation mondiale de la Santé. Ils feront l'objet d'une comptabilité séparée de celle des biens et avoirs de l'Organisation mondiale de la Santé, et seront gérés conformément aux dispositions financières adoptées par le Conseil de Direction.

Article IX – Siège

Le lieu du siège du Centre est fixé par le Conseil de Direction.

Article X – Modifications

Excepté dans le cas prévu à l'article VIII, paragraphe 4, les modifications au présent statut entreront en vigueur après avoir été adoptées par le Conseil de Direction à la majorité des deux tiers de ceux de ses membres qui représentent des Etats participants et avoir été acceptées par l'Assemblée de l'Organisation mondiale de la Santé.

Article XI – Entrée en vigueur

Les dispositions du présent statut entreront en application dès que cinq des Etats ayant souscrit à l'initiative tendant à la création d'un Centre international de Recherche sur le Cancer auront pris l'engagement prévu à l'article III d'observer et d'appliquer les dispositions du présent statut.

Article XII – Accession

Après l'entrée en vigueur du présent statut, tout Etat Membre de l'Organisation mondiale de la Santé peut être admis en qualité d'Etat participant:

- a) si le Conseil de Direction reconnaît à la majorité des deux tiers de ceux de ses membres qui représentent des Etats participants, que ledit Etat se trouve en mesure d'apporter une contribution efficace aux activités scientifiques et techniques du Centre,
- b) et si, ensuite, ledit Etat contracte l'engagement prévu à l'article III.

Article XIII – Retrait

Tout Etat participant peut se retirer du Centre en notifiant au Directeur général de l'Organisation mondiale de la Santé son intention de le faire. Une telle notification prendra effet six mois après sa réception par le Directeur général de l'Organisation mondiale de la Santé.

MULTILATERAL

Desalting

*Agreement signed at Washington October 7, 1965;
Entered into force October 7, 1965.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA, THE GOVERNMENT OF MEXICO AND THE INTERNATIONAL ATOMIC ENERGY AGENCY FOR A PRELIMINARY STUDY OF A NUCLEAR ELECTRIC POWER AND DESALTING PLANT

1. A Study Group shall be established by the Government of the United States of America, the Government of Mexico and the International Atomic Energy Agency (hereinafter called the "Agency") in order to make a preliminary assessment of the technical and economic practicability of a dual-purpose nuclear power plant designed to produce fresh water and electricity for the arid region in the general area referred to in paragraph 2.
2. The general area to be studied shall be the States of California and Arizona in the United States and the States of Baja California and Sonora in Mexico.
3. The Study Group shall take into account the requirements of the area in question for electricity and fresh water for the purpose of estimating the size and type of plant needed to meet immediate and future requirements for industrial electric power and water for domestic, industrial and agricultural use.
4. The Study Group shall make a preliminary assessment of the economic advantages of various possible sites for the plant within the general area, taking into account pertinent factors and possible types and sizes of plants.
5. The Study Group shall consider different reactor types and power-producing systems and desalting methods with a view to recommending the best combination of power source and desalting plant.
6. The Study Group shall be composed as follows:
 - (a) A Chairman appointed by the Agency after consultation with the Government of the United States and the Government of Mexico. The Chairman may be an official of the Agency or an expert of acknowledged competence from any Member State of the Agency other than the United States and Mexico.

(b) Four experts appointed by the Government of Mexico, one from each of the following fields:

- Water resources;
- Water desalting;
- Nuclear power;
- Electricity generation.

(c) Four experts in the same fields appointed by the Government of the United States.

(d) An official of the Agency to act as Scientific Secretary of the Group.

The Study Group may enlist the services of other experts as temporary consultants.

7. The salaries and allowances, as well as the cost of travel and subsistence, of the experts appointed by the Government of Mexico shall be paid by that Government. The corresponding costs for the experts appointed by the Government of the United States shall be paid by that Government. The costs pertaining to the Chairman and the Secretary of the Study Group shall be borne by the Agency. Any cost in connection with other experts or firms enlisted by this Study Group shall be paid by the Government of the United States or the Government of Mexico or both, as may be agreed between them taking into account recommendations by the Study Group.

8. The Study Group shall decide on the places where it shall meet and the duration of its meetings. The costs of the local facilities and services for the meetings shall be paid by the Party sponsoring them.

9. In the first stage of its work, the Study Group shall compile data in the United States and Mexico on electricity and fresh water requirements in the area under consideration. An assessment shall be made in respect of requirements in these two fields up to 1995.

10. In the second stage of its work, the Study Group shall meet to make a joint study of the data compiled and to decide on the best alternatives for a plant capable of meeting the fresh water and electricity requirements.

11. In the third stage of its work, the Study Group shall draw up a comprehensive report on present and future requirements for fresh water and electricity in the area. A study shall also be made of the economic aspects of the various alternatives selected during the second stage.

12. In the fourth stage of its work, a final report with conclusions on the work of the Group and recommendations for further action, including the desirability of a detailed engineering study, shall be submitted to the Government of the United States, the Government of Mexico and the Agency for consideration.

**ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS
DE AMERICA, EL GOBIERNO DE MEXICO Y EL ORGANISMO
INTERNACIONAL DE ENERGIA ATOMICA PARA LLEVAR
A CABO UN ESTUDIO PRELIMINAR DE UNA PLANTA
NUCLEAR DE ENERGIA ELECTRICA Y DESALADORA**

1. Se establecerá un Grupo de Estudio por el Gobierno de los Estados Unidos, el Gobierno de México y el Organismo Internacional de Energía Atómica (denominado en adelante el "Organismo"), a fin de hacer una apreciación preliminar de las posibilidades técnicas y económicas de una planta nuclear de potencia con el doble propósito de producir agua dulce y energía eléctrica para la región árida del área general a que se hace referencia en el párrafo 2.

2. El área general que será estudiada es la de los Estados de California y de Arizona en los Estados Unidos y los Estados de Baja California y Sonora en México.

3. El Grupo de Estudio tomará en cuenta las necesidades del área en cuestión por lo que toca a electricidad y agua dulce, con el objeto de estimar el tamaño y el tipo de planta que se requiere para satisfacer las necesidades inmediatas y las futuras de energía eléctrica industrial y de agua para usos domésticos, industriales y agrícolas.

4. El Grupo de Estudio hará una apreciación preliminar de las ventajas económicas que ofrecen diversos lugares para la planta dentro del área general, tomando en cuenta los factores pertinentes y los posibles tipos y tamaños de plantas.

5. El Grupo de Estudio considerará diferentes tipos de reactores y sistemas de producción de energía y métodos de desalar, con el objeto de recomendar la mejor combinación de fuente de energía y de planta desaladora.

6. El Grupo de Estudio estará integrado en la siguiente forma:

(a) Un Presidente nombrado por el Organismo después de consultar con el Gobierno de los Estados Unidos y con el Gobierno de México. El Presidente puede ser un funcionario del Organismo o un experto de reconocida competencia de cualquiera de los Estados Miembros del Organismo, que no sean los Estados Unidos ni México.

(b) Cuatro expertos nombrados por el Gobierno de México, uno por cada uno de los siguientes campos:

Recursos hidráulicos;
Desalación de agua;
Energía nuclear;
Generación de energía eléctrica.

(c) Cuatro expertos en los mismos campos nombrados por el Gobierno de los Estados Unidos.

(d) Un funcionario del Organismo que actuará como Secretario Científico del Grupo.

El Grupo de Estudio puede hacer uso de los servicios de otros expertos como consultores temporales.

7. Los sueldos y prestaciones, así como el costo de transportes y viáticos, de los expertos nombrados por el Gobierno de México, serán cubiertos por el mismo. Los gastos correspondientes de los expertos nombrados por el Gobierno de los Estados Unidos serán cubiertos por el mismo. Los costos relativos al Presidente y al Secretario del Grupo de Estudio serán sufragados por el Organismo. Cualquier costo en relación con los otros expertos o empresas, de cuyos servicios haga uso el Grupo de Estudio, serán cubiertos por el Gobierno de los Estados Unidos o por el Gobierno de México, o por ambos, según el acuerdo a que lleguen entre ellos, y tomando en cuenta las recomendaciones del Grupo de Estudio.

8. El Grupo de Estudio decidirá sobre los lugares y la duración de sus reuniones. Los costos de los servicios y de las facilidades locales que se requieran para las reuniones serán pagados por la Parte que las auspicie.

9. En la primera etapa de sus labores, el Grupo de Estudio recopilará datos en los Estados Unidos y en México sobre las necesidades de energía eléctrica y de agua dulce en el área a consideración. Se hará una apreciación con respecto a las necesidades en estos dos campos hasta 1995.

10. En la segunda etapa de sus labores, el Grupo de Estudio se reunirá con el objeto de llevar a cabo un examen conjunto de los datos recopilados y para decidir cuáles son las mejores alternativas de una planta capaz de satisfacer las necesidades de agua dulce y de energía eléctrica.

11. En la tercera etapa de sus labores, el Grupo de Estudio preparará un informe completo de las necesidades presentes y futuras de agua dulce y de energía eléctrica en el área. También se hará un estudio de los aspectos económicos de las diversas alternativas seleccionadas durante la segunda etapa.

12. En la cuarta etapa de sus labores, se someterá a la consideración del Gobierno de los Estados Unidos, del Gobierno de México y del Organismo, un informe final con conclusiones sobre los trabajos del Grupo de Estudio y con recomendaciones para actividades posteriores, incluyendo la conveniencia de efectuar un estudio detallado de ingeniería.

DONE at Washington, in triplicate, in the English and Spanish languages, this 7th day of October 1965.

SUSCRITO en Washington, por tripulado, en inglés y en español, el 7 de octubre de 1965.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA,
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

STEWART UDALL

GLENN T. SEABORG

JACK H. VAUGHN

FOR THE GOVERNMENT OF MEXICO:
POR EL GOBIERNO DE MEXICO:

HUGO B. MARGAIN

NABOR CARRILLO FLORES

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:
POR EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

SIGVARD EKLUND

INDIA

Agricultural Commodities

Agreement amending the agreement of September 30, 1964, as amended.

Effectuated by exchange of notes

Signed at New Delhi September 29, 1965;

Entered into force September 29, 1965.

*The American Ambassador to the Indian Additional Secretary,
Department of Economic Affairs*

NEW DELHI, September 29, 1965

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 India dated September 30, 1964, as amended, [¹] and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$328.33 million to \$357.98 million, and increase the total value from \$485.50 million to \$515.15 million.
2. In Paragraph 3, Article I, substitute "\$88.45 million" for "\$58.8 million."
3. In Paragraph A, Article II, substitute "11.8 percent" for "11.2 percent" and substitute "\$3.2 million" for "\$2.6 million."
4. In Paragraph B, Article II, delete "9.4 percent" and insert "9.1 percent."
5. In Paragraph C, Article II, delete "79.4 percent" and insert "79.1 percent."
6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.
7. Article II, Subparagraph B(4), will not require the Government of the United States of America to make loans with funds accru-

¹ TIAS 5669, 5729, 5793, 5846; 15 UST 1941, 2393; *ante*, pp. 664, 1064; also TIAS 5895, 5913; *post*, pp. 1707, 1833.

ing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$9.710 million" and insert "\$10.303 million" and delete "\$1.675 million" and insert "\$2.175 million."

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.

CHESTER BOWLES

His Excellency

P. GOVINDAN NAIR,
Additional Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

*The Indian Additional Secretary, Department of Economic Affairs,
to the American Ambassador*

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS,
New Delhi, September 29, 1965

EXCELLENCE;

I have received your note dated 29th September, 1965, reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964, as amended, and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$328.33 million to \$357.98 million, and increase the total value from \$485.50 million to \$515.15 million.
 2. In Paragraph 3, Article I, substitute "\$88.45 million" for "\$58.8 million."
 3. In Paragraph A, Article II, substitute "11.8 percent" for "11.2 percent" and substitute "\$3.2 million" for "\$2.6 million."

4. In Paragraph B, Article II, delete "9.4 percent" and insert "9.1 percent."

5. In Paragraph C, Article II, delete "79.4 percent" and insert "79.1 percent."

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B(4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$9.710 million" and insert "\$10.303 million" and delete "\$1.675 million" and insert "\$2.175 million."

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 foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

P. GOVINDAN NAIR

(P. Govindan Nair)

Additional Secretary to the Government of India.

His Excellency

CHESTER BOWLES,

*Ambassador of the United
States of America,
New Delhi.*

VIET-NAM

Agricultural Commodities

*Agreement amending the agreement of May 26, 1965, as amended.
Effectuated by exchange of notes
Signed at Saigon September 23, 1965;
Entered into force September 23, 1965.*

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, September 23, 1965.

No. 60

EXCELLENCE;

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 [¹] and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE (MILLIONS)</u>
SWEETENED CONDENSED MILK	\$ 6.08
WHEAT FLOUR	.77
RICE	21.94
TOBACCO	.79
TOTAL	\$29.58

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "\$591,600" for "\$341,000" and "\$325,000" for "\$190,000" in numbered Paragraph 1.[¹]

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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.

¹ TIAS 5821, 5867; *ante*, pp. 838, 1206; also TIAS 5891, 5944; *post*, pp. 1674, 2061.

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

HENRY CABOT LODGE

His Excellency,
TRAN VAN DO,
Minister of Foreign Affairs,
Saigon.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIÉTNAM
MINISTÈRE DES AFFAIRES ÉTRANGÈRES
No 004630-TTK/EF/NC

SAIGON, September 23, 1965

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No 60 dated September 23, 1965 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE</u> <u>(MILLIONS)</u>
SWEETENED CONDENSED MILK	\$ 6.08
WHEAT FLOUR	.77
RICE	21.94
TOBACCO	.79
 TOTAL	 \$29.58

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "\$591,600" for "\$341,000" and "\$325,000" for "\$190,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute

an agreement between our two Governments, to enter into force on the date of September 23, 1965.

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

[SEAL] TRAN VAN DO

Dr. Trần-Văn-Đỗ
Minister of Foreign Affairs

His Excellency

Mr. HENRY CABOT LODGE

Ambassador Extraordinary

and Plenipotentiary

of the United States of America

Saigon

CANADA

Columbia River Basin: Permanent Engineering Board

Agreement implementing article XV(4) of the treaty of January 17, 1961.

Effectuated by exchange of notes

Signed at Washington October 4, 1965;

Entered into force October 4, 1965.

The Canadian Ambassador to the Secretary of State

CANADIAN EMBASSY

No 385

AMBASSADE DU CANADA

WASHINGTON, D.C.

October 4, 1965.

SIR,

I have the honour to refer to discussions which have been held between representatives of the Government of Canada and the Government of the United States of America regarding Section (4) of Article XV of the Treaty between Canada and the United States of America relating to Co-operative Development of the Water Resources of the Columbia River Basin signed at Washington on January 17, 1961 [¹] which was brought into force through an exchange of instruments of ratification on September 16, 1964.

Section (4) of that Article provides that the Permanent Engineering Board, established under the terms of Section (1) of the same Article, shall comply with directions relating to its administration and procedures, agreed upon by Canada and the United States of America as evidenced by an exchange of notes. On the basis of the foregoing discussions the Government of Canada understands that the two Governments have agreed that the Permanent Engineering Board shall be guided by the directions relating to its administration and procedures set out in the annex to this note.

I should like to propose that, if agreeable to your Government this note, together with its annex and your reply, shall constitute an agreement between our two Governments relating to the carrying out of the provisions of the Treaty with effect from the date of your reply.

¹ TIAS 5638; 15 UST 1568.

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

C S A RITCHIE.

C.S.A. Ritchie
Ambassador

The Honourable

DEAN RUSK,

*Secretary of State of the
United States of America,
Washington, D.C.*

ANNEX

COLUMBIA RIVER TREATY
PERMANENT ENGINEERING BOARD

Administration and Procedures

1. Authority. The four-man Permanent Engineering Board was created, and its general duties outlined, by the "Treaty Between Canada and the United States of America Relating to Co-operative Development of the Water Resources of the Columbia River Basin" signed at Washington, D.C. on January 17, 1961,[¹] and the Annex to an Exchange of Notes dated January 22, 1964.[¹] The United States Section of the Board was provided for by Presidential Executive Order No. 11177 dated September 16, 1964.[¹] The Canadian Section of the Board was established by Order-in-Council P.C. 1964-1671 dated October 29, 1964 as amended by P.C. 1964-1976 dated December 17, 1964.

2. Composition of the Board. In conformance with Article 6(2) of the Canada-British Columbia Agreement of July 8, 1963 relating to the Treaty, and Order-in-Council 1964-1671, the Canadian Section of the Permanent Engineering Board shall consist of one member to be nominated and appointed by the Government of Canada who shall be Chairman of the Canadian Section, and one member to be nominated by the Province of British Columbia and appointed by the Government of Canada. In accordance with Order-in-Council P.C. 1964-1976 each member shall designate an alternate to serve for and in the member's absence.

In accordance with Presidential Executive Order No. 11177 the United States Section of the Permanent Engineering Board shall consist of one member designated by the Secretary of the Army who shall be Chairman of the United States Section, and one member designated

¹ TIAS 5638; 15 UST 1555, 1579, 1602.

by the Secretary of the Interior. In accordance with that same Order each member shall have a designated alternate to serve for and in the member's absence.

3. Chairman. The Chairman of each Section of the Board shall preside as Chairman of the Board as a whole at all meetings of the Board held in his country. In the event the Chairman of either Section of the Board is absent the chairmanship of that Section and, if appropriate, of the Board itself shall be assumed by the other member of that Section, or if that member is also absent, by the alternate to the Chairman of that Section.

4. General Duties of the Board. As set forth in the Columbia River Treaty and related documents the general duties of the Board include:

- (a) assembling records of the flows of the Columbia River and the Kootenay River at the Canada-United States of America boundary;
- (b) reporting to Canada and the United States of America whenever there is substantial deviation from the hydro-electric and flood control operating plans and if appropriate including in the report recommendations for remedial action and compensatory adjustments;
- (c) assisting in reconciling differences concerning technical or operational matters that may arise between the entities;
- (d) making periodic inspections and requiring reports as necessary from the entities with a view to ensuring that the objectives of the Treaty are being met;
- (e) making reports to Canada and the United States of America at least once a year of the results being achieved under the Treaty and making special reports concerning any matter which it considers should be brought to their attention;
- (f) investigating and reporting with respect to any other matter coming within the scope of the Treaty at the request of either Canada or the United States of America;
- (g) consulting with the entities in the establishment and operation of a hydrometeorological system as required by Annex A of the Treaty.

5. Meetings. The Board shall meet at such times and places as the Chairmen of the two Sections consider necessary or desirable to properly discharge the responsibilities of the Board. A quorum shall require each member of the Board to be present or represented by an alternate acting on his behalf.

6. Minutes of Board Meetings. The Chairman of each Section shall appoint a Secretary. The Secretary shall be the official recorder of the

Board minutes when the Chairman of his Section is presiding. Each Secretary shall exchange and preserve an authentic copy of the minutes approved by the Board. A draft copy of the minutes will, within fifteen days after the meeting, be sent by the recording Secretary to each member of the Board for review and comments, and the comments shall be received by the Secretary within the next thirty days unless otherwise specified and agreed to by the Board. The minutes will be considered for adoption at the next Board meeting. Copies of approved minutes will be supplied to all Board members by the recording Secretary.

7. Engineering Committees. The Board may designate special Engineering Committees to assist in the performance of the Board's functions. Except as otherwise agreed by the Board, these committees will have an equal number of members from each country. The members will be qualified individuals in their respective fields and they need not necessarily be officers or employees of the Governments of the two countries. Members of the committees will be designated by the Chairman of each Section and will serve for such periods as he may determine.

8. Technical and Administrative Assistance. The respective Sections of the Board shall be provided with the technical and administrative assistance they require through:

- (a) the provision of Board staff,
- (b) the utilization of services available from departments or agencies of their respective Governments, and
- (c) the retention of consulting engineering services.

9. Reports. As required by Article XV of the Treaty the Board will make reports to the Governments of Canada and the United States at least once a year. Reports to the Governments shall be made through the Minister of Northern Affairs and National Resources for Canada and the Secretary of State for the United States. The initial report by the Board will be submitted by December 31, 1965.

10. Expenses. Except as otherwise agreed by the Board each Government shall, in accordance with the usual budgetary practices, bear the expenses authorized by its own Section of the Board and incurred by or on behalf of that Section in carrying out its duties.

11. Communication with the Entities. Communication between the Board and the entities of the two countries will be through the offices of the respective Chairmen.

12. Rules and Regulations. The Board is empowered to make only such supplementary rules and regulations as are consistent with the procedures defined herein in order to carry out its duties and responsibilities as set forth in the Treaty.

The Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON
Oct 4, 1965

EXCELLENCY:

I have the honor to refer to your Note dated October 4, 1965 together with the Annex thereto regarding the Treaty between Canada and the United States of America relating to Co-operative Development of the Water Resources of the Columbia River Basin signed at Washington on January 17, 1961 which came into force through an exchange of instruments of ratification on September 16, 1964. The Note concerns in particular the establishment of directions to be followed by the Permanent Engineering Board established under the provisions of Article XV of the Treaty in relation to its administration and procedures.

I wish to advise you that the Government of the United States of America agrees that your Note with the Annex thereto, together with this reply, shall constitute an agreement between our two Governments relating to the carrying out of the provisions of the Treaty with effect from the date of this reply.

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

For the Secretary of State:

RICHARD D. KEARNEY

His Excellency

C. S. A. RITCHIE,

Ambassador of Canada.

DEMOCRATIC REPUBLIC OF THE CONGO

Agricultural Commodities

Agreement amending the agreement of April 28, 1964, as amended.

Effectuated by exchange of notes

Signed at Léopoldville September 21 and 28, 1965;

Entered into force September 28, 1965.

The American Ambassador to the Congolese Minister of Foreign Affairs (Prime Minister)

No. 181

LEOPOLDVILLE, September 21, 1965

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 Democratic Republic of the Congo dated April 28th, 1964, as amended, [¹] and to propose that Article I of the agreement be further amended by deleting the commodity table in Paragraph 1 Article I and inserting the following in the appropriate columns (in millions) :

Wheat flour	\$6.95
Rice	5.07
Corn	0.35
Beans	0.18
Tobacco	7.80
Dry whole milk	1.59
Canned milk	0.74
Poultry, frozen	0.85
Butter	0.14
Cheese	0.13
Ocean Transportation	2.26
<hr/>	
Total	\$26.06

¹ TIAS 5565, 5662, 5711, 5794; 15 UST 358, 1884, 2235; ante, p. 667.

I also have the honor to refer to numbered paragraph (1) of United States note number 351 dated April 28th, 1964, as amended, and propose that it be further amended by substituting "in each of the calendar years 1964 and 1965" for "calendar year 1964" and substituting "each of fiscal years 1965 and 1966" for "fiscal year 1965."

I have the honor to propose that this note and your reply concurring therein shall constitute an agreement between our two Governments on this subject to enter into force on the date of your note in reply.

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

G. McMURTRIE GODLEY

His Excellency

MOISE TSHOMBE

Minister of Foreign Affairs

Leopoldville

The Congolese Prime Minister to the American Ambassador

RÉPUBLIQUE DÉMOCRATIQUE DU CONGO

Gouvernement Central

Cabinet du Premier Ministre

01275

LÉOPOLDVILLE, le 28 septembre 1965

S.E. Monsieur l'AMBASSADEUR

DES ETATS-UNIS

Résidence Astrid

Leopoldville

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre note No 181 du 21 septembre 1965 par laquelle vous proposez que l'accord sur les produits agricoles intervenu entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique du Congo en date du 28 avril 1964 ainsi que la note des Etats-Unis No 351 du 28 avril 1964, telle que modifiée, soient à nouveau remaniés.

J'ai le plaisir de vous confirmer que le Gouvernement de la République Démocratique du Congo est d'accord au sujet des modifications proposées par votre note susdite et je vous donne l'assurance que mon Gouvernement remplira ses obligations comme stipulé dans ladite note.

Veuillez croire, Monsieur l'Ambassadeur à l'assurance de ma haute considération.



TIAS 5878

Translation

DEMOCRATIC REPUBLIC OF THE CONGO
Central Government

Office of the Prime Minister

01275

LÉOPOLDVILLE, September 28, 1965

His Excellency
THE AMBASSADOR
OF THE UNITED STATES,
Résidence Astrid,
Léopoldville.

Mr. Ambassador:

I have the honor to refer to your note No. 181 of September 21, 1965, whereby you propose that the Agricultural Commodities Agreement concluded between the Government of the United States of America and the Government of the Democratic Republic of the Congo on April 28, 1964 and United States note No. 351 dated April 28, 1964, as amended, be further amended.

I take pleasure in confirming to you that the Government of the Democratic Republic of the Congo agrees to the amendments proposed in your note mentioned above, and I assure you that my Government will fulfill its obligations as stipulated in the aforesaid note.

Accept, Mr. Ambassador, the assurance of my high consideration.

[SEAL]

M. TSHOMBÉ

Moïse Tshombé
Prime Minister

MULTILATERAL

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

*Agreement signed at Vienna June 15 and September 18, 1964;
Entered into force September 24, 1965.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Republic of the Philippines (hereinafter called the "Philippines") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 27 July 1955, as amended on 11 June 1960 and 7 August 1963 [¹] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to the Philippines 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors 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 their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, insofar as it

¹ TIAS 3316, 4515, 5677; 6 UST 2671; 11 UST 1770; 15 UST 1995.

has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 11 June 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. The Philippines hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for the Philippines provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, 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;
- (b) Reactors specified by the Philippines and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by the Philippines under this and all other agreements providing for safeguards by the Agency in the Philippines may not exceed 6 thermal megawatts;

(c) Mines, mining equipment or ore-processing plants.

Section 4. The Philippines 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 its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for the Philippines provided for in the Annex. It is understood that no other rights and obligations of the United States and the Philippines between each other under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of the Philippines and subject to the Agreement for Cooperation and which are within the scope of the Agency safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter the Philippines and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to the Philippines under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;
- (b) Any transfer from the Philippines to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

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 material, equipment or facility arrives 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 reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. The Philippines shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for the Philippines provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. The Philippines and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for the Philippines provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for the Philippines to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. The Philippines and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either the Philippines or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or

- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to the Philippines and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation, or is transferred, under an arrangement approved by the Agency, to a facility within the Philippines or the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as

of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute, [¹] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. The Philippines shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [²] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

^¹ TIAS 3873; 8 UST 1107.

^² 374 UNTS 147.

Section 18. The provisions of the International Organizations Immunities Act [¹] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either the Philippines or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither the Philippines nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. 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 so designated shall elect 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

¹ 59 Stat. 669; 22 U.S.C. § 288 note.

procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.

- (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 elect 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 the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv)

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

shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and U²³⁸ are the same as for fully enriched uranium. "Party" shall mean the Agency, the Philippines or the United States.

Section 24. The terms "Agency safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of the Philippines and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6. [¹]

Section 27. This Agreement shall remain in force until 19 July 1968 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in Vienna in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

<u>SIGVARD EKLUND</u>	<u>Vienna</u> (City)	<u>18 September 1964</u> (Date)
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For the GOVERNMENT OF THE PHILIPPINES:

<u>T. C. de CASTRO</u>	<u>Vienna</u> (City)	<u>18 September 1964</u> (Date)
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For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

<u>HENRY D. SMYTH</u>	<u>Vienna</u> (City)	<u>15 June 1964</u> (Date)
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[SEAL]

¹ Sept. 24, 1965.

A N N E X**MATERIALS, EQUIPMENT AND FACILITIES
SUBJECT TO AGENCY SAFEGUARDS**

Inventories, with respect to the Philippines and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to the Philippines and to 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. The principal part of the inventory with respect to the Philippines will consist of at least the following categories:
 - (a) Equipment and facilities transferred to the Philippines;
 - (b) Material transferred to the Philippines, and any substituted material;
 - (c) Special fissionable materials produced in the Philippines, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to the Philippines will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from the Philippines the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

MULTILATERAL

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

*Agreement signed at Vienna February 26, 1965;
Entered into force October 8, 1965.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Republic of South Africa (hereinafter called "South Africa") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 8 July 1957, as amended on 12 June 1962 [¹] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to South Africa 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors 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 their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, in so far as it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

¹ TIAS 3885, 5129; 8 UST 1367; 13 UST 1812.

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 25 February 1965;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. South Africa hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for South Africa provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose.

Section 4. South Africa 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 its rights under Article X of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for South Africa provided for in the Annex. It is understood that no other rights and obligations of South Africa and the United States between each other under Article X and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article XI will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of South Africa and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system and which have not been notified

as PN material pursuant to the last sentence of this section shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter South Africa and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to South Africa under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system and which have not been notified as PN material pursuant to the last sentence of this section.
- (b) Any transfer from South Africa to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto. South Africa and the United States undertake to notify the Agency of transfers of material in accordance with paragraph 21(d) of the Safeguards Document to which Agency safeguards do not attach in accordance with paragraph 32 of that Document.

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 material, equipment or facility arrives 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 reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. South Africa shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for South Africa provided for in the Annex. Upon receipt by the Agency of the notification, such produced material

shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. South Africa and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for South Africa provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for South Africa to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. South Africa and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either South Africa or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or
- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to South Africa and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within South Africa or

the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute,^[1] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

¹ TIAS 3873; 8 UST 1107.

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted material.

Section 17. South Africa shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [¹] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act [²] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either South Africa or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

¹ 374 UNTS 147.

² 59 Stat. 669; 22 U.S.C. § 288 note.

ARTICLE V**Finance**

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither South Africa nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI**Settlement of Disputes**

Section 21. 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 so designated shall elect 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 Secretary-General of the Permanent Court of Arbitration to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected; or
- (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 elect 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 Secretary-General of the Permanent Court of Arbitration to appoint the necessary number of arbitrators. The same procedure shall apply if, within thirty days of the designation or appointment of the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Section 12(b) (iv) shall be as defined by 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. "Party" shall mean the Agency, South Africa or the United States.

Section 24. The terms "the Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

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

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of South Africa and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.^[1]

Section 27. This Agreement shall remain in force until 14 August 1967 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in Vienna, this 26th day of February 1965, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA:

D. B. SOLE

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY D. SMYTH

[SEAL]

^[1] Oct. 8, 1965.

A N N E X**MATERIALS, EQUIPMENT AND FACILITIES
SUBJECT TO AGENCY SAFEGUARDS**

Inventories, with respect to South Africa and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to South Africa and to 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. The principal part of the inventory with respect to South Africa will consist of at least the following categories:
 - (a) Equipment and facilities transferred to South Africa;
 - (b) Material transferred to South Africa, and any substituted materials;
 - (c) Special fissionable materials produced in South Africa, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to South Africa will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from South Africa the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

MULTILATERAL

**Universal Postal Union: Constitution and Final Protocol,
General Regulations and Final Protocol, Convention,
Final Protocol and Regulations of Execution**

Revising the Universal Postal Convention of October 3, 1957.

Signed at Vienna July 10, 1964;

*Ratified and approved by the Postmaster General of the United States
of America Nov. 23, 1965;*

*Approved by the President of the United States of America Dec. 11,
1965;*

Date of entry into force January 1, 1966.

Translation prepared by the Post Office Department

CONSTITUTION OF THE UNIVERSAL POSTAL UNION

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**FINAL PROTOCOL OF THE CONSTITUTION OF THE UNIVERSAL
POSTAL UNION**

1. Adherence to the Constitution

**CONSTITUTION
OF THE UNIVERSAL POSTAL UNION**

PREAMBLE

With a view to developing communications between peoples by an efficient operation of the postal services and to contributing to the attainment of the high aims of international cooperation in the cultural, social and economic fields,

the Plenipotentiaries of the Governments of the contracting countries have, subject to ratification, adopted this Constitution.

**TITLE I
Organic Provisions**

CHAPTER I

GENERAL

Article 1

Scope and purpose of the Union

1. The countries which adopt this Constitution form, under the name of "Universal Postal Union", a single postal territory for the reciprocal exchange of letter-post items. Freedom of transit is guaranteed throughout the entire territory of the Union.

2. The purpose of the Union is to ensure the organization and improvement of the postal services and to promote, in that sphere, the development of international cooperation.

3. The Union participates, to the extent of its capabilities, in the postal technical assistance requested by its member-countries.

Article 2

Members of the Union

Member-countries of the Union are:

- a) countries which have membership status at the date on which this Constitution comes into force;
- b) countries admitted to membership in accordance with Article 11.

Article 3

Jurisdiction of the Union

The Union has within its jurisdiction:

- a) the territories of member-countries;

- b) post offices established by member-countries in territories not included in the Union;
- c) territories which, without being members of the Union, are included in it because, from the postal viewpoint, they come under the jurisdiction of member-countries.

Article 4

Exceptional relations

Postal Administrations which serve territories not included in the Union are bound to act as intermediaries for the other Administrations. The provisions of the Convention and its Regulations are applicable to such exceptional relations.

Article 5

Seat of the Union

The seat of the Union and of its permanent agencies is located in Bern.

Article 6

Official language of the Union

The official language of the Union is French.

Article 7

Monetary standard

The franc adopted as monetary unit in the Acts of the Union is the gold franc of 100 centimes, weighing $\frac{1}{31}$ of a gram and having a fineness of 0.900.

Article 8

Restricted Unions. Special Agreements

1. Member-countries, or their Postal Administrations if the legislation of those countries is not opposed thereto, may establish restricted Unions and make special Agreements concerning the international postal service, on condition, however, that they do not introduce therein any provisions less favorable for the public than those which are prescribed by the Acts to which the member-countries concerned are party.

2. Restricted Unions may send observers to the Congresses, Conferences, and meetings of the Union, to the Executive Council, as well as to the Consultative Committee on Postal Studies.

3. The Union may send observers to the Congresses, Conferences and meetings of the Restricted Unions.

Article 9**Relations with the United Nations Organization**

The relations between the Union and the United Nations Organization are governed by the Agreements whose texts are appended to the present Constitution.^[1]

Article 10**Relations with international organizations**

In order to insure close cooperation within the international postal field, the Union may collaborate with international organizations having related interests and activities.

CHAPTER II**ADHERENCE OR ADMISSION TO THE UNION. WITHDRAWAL FROM THE UNION****Article 11****Adherence or admission to the Union. Procedure**

1. Any member of the United Nations Organization may adhere to the Union.

2. Any sovereign country, not a member of the United Nations Organization, may request its admission as a member-country of the Union.

3. The adherence or the request for admission to the Union must comprise a formal declaration of adherence to the Constitution and the obligatory Acts of the Union. It is transmitted through diplomatic channels to the Government of the Swiss Confederation and by the latter to the member-countries.

4. A country, not a member of the United Nations Organization, is considered as admitted as a member-country if its request is approved by at least two-thirds of the member-countries of the Union. Member-countries which have not replied within four months are considered as abstaining.

5. Adherence or admission to membership is made known by the Government of the Swiss Confederation to the Governments of the member-countries. It takes effect from the date of this notification.

Article 12**Withdrawal from the Union. Procedure**

1. Each member-country has the right to withdraw from the Union by means of a denunciation of the Constitution given through diplomatic channels to the Government of the Swiss Confederation, and by the latter to the Governments of the member-countries.

¹ Post, pp. 1304, 1309.

2. Withdrawal from the Union becomes effective one year from the date of receipt by the Government of the Swiss Confederation of the denunciation prescribed in § 1.

CHAPTER III

ORGANIZATION OF THE UNION

Article 13

Organs of the Union

1. The organs of the Union are the Congress, the Administrative Conferences, the Executive Council, the Consultative Committee on Postal Studies, the Special Committees and the International Bureau.
2. The permanent organs of the Union are the Executive Council, the Consultative Committee on Postal Studies and the International Bureau.

Article 14

Congress

1. The Congress is the supreme organ of the Union.
2. The Congress is composed of representatives of the member-countries.

Article 15

Extraordinary Congresses

An extraordinary Congress may be convened at the request of or with the concurrence of at least two-thirds of the member-countries of the Union.

Article 16

Administrative Conferences

Conferences charged with the examination of purely administrative matters may be convened at the request or with the concurrence of at least two-thirds of the Postal Administrations of the member-countries.

Article 17

Executive Council

1. Between two Congresses, the Executive Council (EC) ensures the continuity of the work of the Union in accordance with the provisions of the Acts of the Union.
2. The members of the Executive Council perform their duties in the name and in the interest of the Union.

Article 18**Consultative Committee on Postal Studies**

The Consultative Committee on Postal Studies (CCPS) is charged with carrying out studies and issuing opinions on technical, operational and economic matters of interest to the postal service.

Article 19**Special Committees**

Special Committees may be charged by a Congress or by an Administrative Conference with the study of one or more specific questions.

Article 20**International Bureau**

A central office, operating at the headquarters of the Union, under the name of "International Bureau of the Universal Postal Union", managed by a Director General, and placed under the supervision of the Government of the Swiss Confederation, serves as a medium of liaison, information, and consultation for the Postal Administrations.

CHAPTER IV**FINANCES OF THE UNION****Article 21****Expenses of the Union. Contributions of Member-Countries**

1. Each Congress decides on the maximal amount which ordinary expenses of the Union may total annually.

2. The maximal amount of ordinary expenses prescribed in § 1 may be exceeded if circumstances require it, providing the pertinent provisions of the General Regulations are observed.

3. The ordinary expenses of the Union are those resulting from the meeting of a Congress, an Administrative Conference or a Special Committee, as well as from special tasks entrusted to the International Bureau.

4. The ordinary expenses, including, where applicable, the expenditures envisaged in § 2, and the extraordinary expenses of the Union are jointly shared by the member-countries which are divided for this purpose, by the Congress, into a certain number of classes of contribution.

5. In case of adherence or admission to the Union by virtue of Article 11, the Government of the Swiss Confederation determines, by mutual agreement with the Government of the country concerned, the class of contribution in which the latter is to be placed for the apportionment of the expenses of the Union.

TITLE II
ACTS OF THE UNION

CHAPTER I

GENERAL

Article 22

Acts of the Union

1. The Constitution is the basic Act of the Union. It contains the organic rules of the Union.

2. The General Regulations comprise the provisions ensuring the application of the Constitution and the operation of the Union. They are obligatory for all member-countries.

3. The Universal Postal Convention and its Regulations of Execution comprise the rules applicable throughout the international postal service and the provisions concerning letter-post services. These Acts are obligatory for all member-countries.

4. The Agreements of the Union and their Regulations of Execution govern the services other than those of letter-post between member-countries which are party thereto. They are binding on those countries only.

5. The Regulations of Execution, which contain the measures of application necessary for the execution of the Convention and the Agreements, are drawn up by the Postal Administrations of the member-countries concerned.

6. Any reservation in respect of the Acts of the Union referred to in §§ 3, 4 and 5 are contained in Final Protocols annexed to those Acts.

Article 23

Application of the Acts of the Union to the Territories whose international relations are carried out by a Member-Country

1. Any country may declare, at any time, that its acceptance of the Acts of the Union includes all the Territories whose international relations it carries out, or certain ones of them only.

2. The declaration prescribed in § 1 must be addressed to the Government:

- a) of the host-country of the Congress, if it is done at the moment of the signing of the Act or Acts in question;
- b) of the Swiss Confederation, in all other cases.

3. Any member-country may at any time transmit to the Government of the Swiss Confederation a notification with a view to denouncing the application of the Acts of the Union for which it made the declaration prescribed in § 1. Such notification becomes effective one year after the date of its receipt by the Government of the Swiss Confederation.

4. The declarations and notifications prescribed in §§ 1 and 3 are communicated to the member-countries by the Government of the country which received them.

5. §§ 1 to 4 do not apply to Territories having the status of a member of the Union and whose international relations are carried out by a member-country.

Article 24 National legislations

The provisions of the Acts of the Union do not infringe upon the legislation of any country in anything which is not expressly provided for by those Acts.

CHAPTER II

ACCEPTANCE AND DENUNCIATION OF THE ACTS OF THE UNION

Article 25

Signature, ratification and other forms of approval of the Acts of the Union

1. The signing of the Acts of the Union by the Plenipotentiaries takes place at the close of the Congress.

2. The Constitution is ratified as soon as possible by the signatory countries.

3. Approval of the Acts of the Union other than the Constitution is governed by the constitutional regulations of each of the signatory countries.

4. When a country does not ratify the Constitution, or does not approve the other Acts signed by it, the Constitution and the other Acts are nevertheless valid for the countries which have ratified or approved them.

Article 26

Notification of ratifications and other forms of approval of the Acts of the Union

The instruments of ratification of the Constitution and of approval, if such is the case, of the other Acts of the Union are transmitted as soon as possible to the Government of the Swiss Confederation and by the latter to the Governments of the member-countries.

Article 27

Adherence to Agreements

1. Member-countries may adhere, at any time, to one or more of the Agreements provided in Article 22, § 4.

2. Adherence of the member-countries to Agreements is made known in compliance with Article 11, § 3.

Article 28**Denunciation of an Agreement**

Each member-country has the option of ceasing to participate in one or more of the Agreements, under the conditions stipulated in Article 12.

CHAPTER III**MODIFICATION OF THE ACTS OF THE UNION****Article 29****Presentation of propositions**

1. The Postal Administration of a member-country has the right to submit, either to the Congress, or between two Congresses, propositions concerning the Acts of the Union to which its country is party.
2. However, propositions concerning the Constitution and its General Regulations may be submitted only to the Congress.

Article 30**Modification of the Constitution**

1. To be adopted, propositions submitted to the Congress, and pertaining to the present Constitution, must be approved by at least two-thirds of the member-countries of the Union.
2. Modifications adopted by a Congress are the subject of a Supplemental Protocol and, unless that Congress decides otherwise, become effective at the same time as the Acts renewed during the same Congress. They are ratified as soon as possible by the member-countries and the instruments of this ratification are handled in compliance with the procedure laid down in Article 26.

Article 31**Modification of the Convention, the General Regulations and the Agreements**

1. The Convention, the General Regulations and the Agreements fix the conditions to be fulfilled for the approval of the propositions which concern them.
2. The Acts referred to in § 1 are put into effect simultaneously and have the same duration. Effective on the date set by the Congress for the entry into force of those Acts, the corresponding Acts of the preceding Congress are abrogated.

CHAPTER IV**SETTLEMENT OF DISPUTES****Article 32****Arbitration**

In case of dispute between two or more Postal Administrations of the member-countries concerning the interpretation of the Acts of the Union, or the responsibility devolving upon a Postal Administration from the application of those Acts, the question in dispute is settled by arbitration.

TITLE III**FINAL PROVISIONS****Article 33****Effective date and duration of the Constitution**

The present Constitution shall become effective on January 1, 1966, and shall remain in force for an indefinite period.

In testimony whereof, the Plenipotentiaries of the Governments of the contracting countries have signed the present Constitution in a single copy, which shall be deposited in the Archives of the Government of the headquarters-country of the Union. A copy of it shall be delivered to each Party by the Government of the host-country of the Congress.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458-1473.]

FINAL PROTOCOL OF THE CONSTITUTION OF THE UNIVERSAL POSTAL UNION

At the time of the signing of the Constitution of the Universal Postal Union concluded on this date, the undersigned Plenipotentiaries agreed to the following:

SOLE ARTICLE**Adherence to the Constitution**

The member-countries of the Union which have not signed the Constitution may adhere thereto at any time. The instrument of adherence is transmitted through diplomatic channels to the headquarters-country of the Union and, by the latter, to the Governments of the member-countries of the Union.

In testimony whereof, the Plenipotentiaries below have drawn up this Protocol which shall have the same force and the same validity as if its provisions were inserted in the text of the Constitution itself, and they have signed it in a single copy which shall remain deposited in the Archives of the Government of the headquarters-country of the Union. A copy shall be delivered to each Party by the Government of the host-country of the Congress.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458–1473.]

AGREEMENT BETWEEN THE UNITED NATIONS AND THE UNIVERSAL POSTAL UNION [¹]

Preamble

In consideration of the obligations placed upon the United Nations by Article 57 of the Charter of the United Nations,[²] the United Nations and the Universal Postal Union agree as follows:

Article I

The United Nations recognizes the Universal Postal Union (hereinafter called the Union) as the specialized agency responsible for taking such action as may be appropriate under its basic instrument for the accomplishment of the purposes set forth therein.

Article II

Reciprocal representation

1. Representatives of the United Nations shall be invited to attend all the Union's Congresses, Administrative Conferences and Commissions, and to participate, without vote, in the deliberations of these meetings.

2. Representatives of the Union shall be invited to attend meetings of the Economic and Social Council of the United Nations (hereinafter called the Council), of its Commissions or Committees, and to participate, without vote, in the deliberations thereof with respect to items on the agenda in which the Union may be concerned.

3. Representatives of the Union shall be invited to attend the meetings of the General Assembly during which questions within the competence of the Union are under discussion, for purposes of consultation, and to participate, without vote, in the deliberations of the main Committees of the General Assembly with respect to items concerning the Union.

4. Written statements presented by the Union shall be distributed by the Secretariat of the United Nations to the Members of the General Assembly, the Council and its commissions, and the Trusteeship Council, as appropriate. Similarly, written statements presented by the United Nations shall be distributed by the Union to its members.

¹ The Agreement and Supplementary Agreement reproduced hereafter are appended by virtue of the provisions of Article 9 of the 1964 Constitution, *ante*, p. 1296.

² TS 903; 59 Stat. 1046.

Article III

Proposal of agenda items

Subject to such preliminary consultation as may be necessary, the Union shall include in the agenda of its Congresses, Administrative Conferences or Commissions, or, as the case may be, shall submit to its members in accordance with the provisions of the Universal Postal Convention, items proposed to it by the United Nations. Similarly, the Council, its Commissions or Committees, and the Trusteeship Council shall include in their agenda items proposed by the Union.

Article IV

Recommendations of the United Nations

1. The Union agrees to arrange for the submission as soon as possible, for appropriate action, to its Congresses or its Administrative Conferences or Commissions, or to its members, in conformity with the provisions of the Universal Postal Convention, of all formal recommendations which the United Nations may make to it. Such recommendations will be addressed to the Union and not directly to its members.

2. The Union agrees to enter into consultation with the United Nations, upon request, with respect to such recommendations, and in due course to report to the United Nations on the action taken by the Union or by its members to give effect to such recommendations, or on the other results of their consideration.

3. The Union will cooperate in whatever further measures may be necessary to make coordination of the activities of specialized agencies and those of the United Nations fully effective. In particular, it will cooperate with any body which the Council may establish for the purpose of facilitating such coordination and will furnish such information as may be required for the carrying out of this purpose.

Article V

Exchange of information and documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the fullest and promptest exchange of information and documents shall be made between the United Nations and the Union.

2. Without prejudice to the generality of the provisions of the preceding paragraph:

a) The Union shall submit to the United Nations an annual report on its activities;

b) The Union shall comply to the fullest extent practicable with any request which the United Nations may make for the furnishing of special reports, studies or information, subject to the conditions set forth in Article XI of this agreement;

c) The Union shall furnish written advice on questions within its competence as may be requested by the Trusteeship Council;

d) The Secretary General of the United Nations shall, upon request, consult with the Director of the International Bureau of the Union regarding the provision to the Union of such information as may be of special interest to it.

Article VI

Assistance to the United Nations

1. The Union agrees to cooperate with and to give assistance to the United Nations, its principal and subsidiary organs, so far as is consistent with the provisions of the Universal Postal Convention.

2. As regards the Members of the United Nations, the Union agrees that in accordance with Article 103 of the Charter no provision in the Universal Postal Convention or related agreements shall be construed as preventing or limiting any State in complying with its obligations to the United Nations.

Article VII

Personnel arrangements

The United Nations and the Union agree to cooperate as necessary to ensure as much uniformity as possible in the conditions of employment of personnel, and to avoid competition in the recruitment of personnel.

Article VIII

Statistical services

1. The United Nations and the Union agree to cooperate with a view to securing the greatest possible usefulness and utilization of statistical information and data.

2. The Union recognizes the United Nations as the central agency for the collection, analysis, publication, standardization and improvement of statistics serving the general purposes of international organizations.

3. The United Nations recognizes the Union as the appropriate agency for the collection, analysis, publication, standardization and improvement of statistics within its special sphere, without prejudice to the right of the United Nations to concern itself with such statistics so far as it may be essential for its own purposes or for the improvement of statistics throughout the world.

Article IX

Administrative and technical services

1. The United Nations and the Union recognize the desirability, in the interests of the most efficient use of personnel and resources, of avoiding the establishment of competitive or overlapping services.

2. Arrangements shall be made between the United Nations and the Union with regard to the registration and deposit of official documents.

Article X

Budgetary arrangements

The annual budget of the Union shall be transmitted to the United Nations, and the General Assembly may make recommendations thereon to the Congress of the Union.

Article XI

Financing of special services

In the event of the Union being faced with the necessity of incurring substantial extra expense as a result of any request which the United Nations may make for special reports, studies or information in accordance with Article V or with any other provisions of this agreement, consultation shall take place with a view to determining the most equitable manner in which such expense shall be borne.

Article XII

Inter-agency agreements

The Union will inform the Council of the nature and scope of any agreement between the Union and any specialized agency or other inter-governmental organization, and further agrees to inform the Council of the preparation of any such agreements.

Article XIII

Liaison

1. The United Nations and the Union agree to the foregoing provisions in the belief that they will contribute to the maintenance of effective liaison between the two organizations. They affirm their intention of taking in agreement whatever measures may be necessary to this end.

2. The liaison arrangements provided for in this agreement shall apply, as far as is appropriate, to the relations between the Union and the United Nations, including its branch and regional offices.

Article XIV

Implementation of the Agreement

The Secretary General of the United Nations and the Chairman of the Executive and Liaison Committee of the Union may enter into such supplementary arrangements for the implementation of this agreement as may be found desirable in the light of operating experience of the two organizations.

Article XV
Entry into force

This Agreement is annexed to the Universal Postal Convention concluded in Paris in 1947.^[1] It will come into force after approval by the General Assembly of the United Nations, and, at the earliest, at the same time as this Convention.^[2]

Article XVI
Revision

On six months' notice given on either part, this agreement shall be subject to revision by agreement between the United Nations and the Union.

PARIS, July 4, 1947.

J. J. LE MOUËL <i>Chairman of the XIIth Congress of the Universal Postal Union</i>	JAN PAPANEK <i>Acting Chairman of the Commit- tee of the Economic and Social Council on Negotiations with Specialized Agencies</i>
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¹ TIAS 1850; 62 Stat. (pt. 3) 3342.

² This Agreement, having been unanimously approved by the General Assembly of the United Nations on November 15, 1947, became effective at the same time as the Universal Postal Convention concluded at Paris in 1947, that is to say, on July 1, 1948.

Supplementary Agreement to the Above-Mentioned Agreement.
Signed at Paris, on 13 July 1949, and at Lake Success, New York,
on 27 July 1949.

Whereas the Secretary General of the United Nations has been requested by Resolution No. 136 (VI) of the Economic and Social Council, adopted on 25 February 1948, to conclude with any Specialized Agency which may so desire, a supplementary agreement to extend to the officials of that agency the provisions of Article VII of the Convention on the Privileges and Immunities of the United Nations [¹] and to submit such supplementary agreement to the General Assembly for approval; and

Whereas the Universal Postal Union is desirous of entering into such supplementary agreement to the Agreement between the United Nations and the Universal Postal Union entered into under Article 63 of the Charter; [²]

It is hereby agreed as follows:

Article I

The following provision shall be added as an additional article to the Agreement between the United Nations and the Universal Postal Union:

“The officials of the Universal Postal Union shall have the right to use the “laissez-passer” of the United Nations in accordance with special arrangements to be negotiated under Article XIV.”

Article II

This Agreement shall come into force on its approval by the General Assembly of the United Nations and the Universal Postal Union.[³]

For the United Nations:

Done at Lake Success, New York, on 27 July 1949

BYRON PRICE
Acting Secretary General

For the Universal Postal Union:

Paris, July 13, 1949

J. J. LE MOËL
Chairman of the Executive and Liaison Committee of the Universal Postal Union

^¹ 1 UNTS 28.

^² TS 993; 59 Stat. 1047.

^³ Came into force on October 22, 1949 in accordance with article II.

GENERAL REGULATIONS OF THE UNIVERSAL POSTAL UNION

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GENERAL REGULATIONS OF THE UNIVERSAL POSTAL UNION

The undersigned, Plenipotentiaries of the Governments of the member-countries of the Union, on the basis of Article 22, § 2, of the Constitution of the Universal Postal Union, have drawn up by mutual agreement, in these General Regulations, the following provisions in order to ensure the application of the said Constitution and the functioning of the Union.

CHAPTER I

WORKING ARRANGEMENTS OF THE ORGANS OF THE UNION

Article 101

Organization and convening of Congresses, extraordinary Congresses.
Administrative Conferences and Special Committees

1. Representatives of the member-countries meet in Congress not later than five years after the effective date of the Acts of the preceding Congress.
2. Each member-country is represented at the Congress by one or more plenipotentiaries furnished with the necessary powers by their Government. It may, if necessary, be represented by the delegation of another country. However, it is understood that a delegation may represent only one other country besides its own.
3. In the deliberations, each member-country has only one vote.
4. As a rule, each Congress designates the country in which the following Congress is to be held. If this designation proves inapplicable or inoperative, the Executive Council must designate the country where the Congress will hold its sessions, after agreement with the latter country.
5. After agreement with the International Bureau, the host-Government fixes the definitive date and the exact site of the Congress. One year, as a rule, prior to this date, the host-Government transmits an invitation to the Government of each member-country. This invitation may be transmitted directly, or through the intermediary of another Government, or through the agency of the Director General of the International Bureau. The host-Government is likewise charged with notifying all the Governments of the member-countries of the decisions made by the Congress.
6. When a Congress must be convened without a host-Government, the International Bureau, with the consent of the Executive Council and after agreement with the Government of the Swiss Confederation,

takes the steps necessary to convene and organize the Congress in the headquarters-country of the Union. In that case, the International Bureau performs the functions of the host-Government.

7. The meeting-place of an extraordinary Congress is determined, upon agreement with the International Bureau, by the member-countries which took the initiative in convening that Congress.

8. §§ 2 to 6 are applicable by analogy to extraordinary Congresses.

9. The meeting-place of an Administrative Conference is determined, upon agreement with the International Bureau, by the Postal Administrations which took the initiative for the Conference. The official invitations are sent by the Postal Administration of the country where the Conference is to be held.

10. Special Committees are convened by the International Bureau after agreement, if necessary, with the Postal Administration of the member-country where these Special Committees are to meet.

Article 102

Composition, working arrangements and meetings of the Executive Council

1. The Executive Council is composed of twenty-seven members who perform their duties during the period between two successive Congresses.

2. The members of the Executive Council are chosen by the Congress on the basis of an equitable geographic division. At least half of the members are replaced at each Congress; no member-country may be chosen by three Congresses in succession.

3. The representative of each of the members of the Executive Council is designated by the Postal Administration of his country. That representative must be a qualified official of the Postal Administration.

4. The services of an Executive Council member are gratuitous. The operating expenses of this Council are borne by the Union.

5. The functions of the Executive Council are as follows:

- a) to maintain the closest contacts with the Postal Administrations of the member-countries with a view to improving the international postal service;
- b) to promote the development of postal technical assistance within the framework of international technical cooperation;
- c) to study the problems of an administrative, legislative, and judicial nature which are of interest to the international postal service, and to make the results of such studies known to the Postal Administrations;
- d) to designate the country where the next Congress is to be held, in the case provided for in Article 101, § 4;

- e) to submit study subjects to the Management Council of the Consultative Committee on Postal Studies for examination, in accordance with Article 104, § 3;
- f) to examine the Annual Report drawn up by the Management Council of the Consultative Committee on Postal Studies and the propositions, if any, submitted by the latter;
- g) to establish appropriate contacts with the United Nations Organization, the councils and committees of that organization, as well as with the specialized institutions and other international agencies, for the studies and preparation of reports to be submitted for the approval of the Postal Administrations of the member-countries. To send, if necessary, representatives of the Union to take part in the sessions of these international organizations in its name. To designate, in due time, the intergovernmental international organizations that are to be invited to send representatives to a Congress and to instruct the Director General of the International Bureau to transmit the necessary invitations;
- h) to formulate, if called for, propositions which will be submitted for the approval either of the Postal Administrations of the member-countries, in accordance with Articles 31, § 1, of the Constitution and 120 of the present Regulations, or of the Congress when such propositions concern studies entrusted by the Congress to the Executive Council or when they result from the activities of the Executive Council itself, as defined by the present Article;
- i) to examine, at the request of a Postal Administration of a member-country, any proposition which that Administration transmits to the International Bureau in accordance with Article 119, to prepare commentaries thereon; and to instruct the Bureau to append the latter to the said proposition before submitting it for the approval of the Postal Administrations of the member-countries;
- j) within the framework of the General Regulations:
 - 1) to check the operations of the International Bureau, whose Director General it appoints, when the occasion arises, upon the recommendation of the Government of the Swiss Confederation;
 - 2) to approve, upon the recommendation of the Director General of the International Bureau, the appointments of non-classified personnel and officials of the 1st, 2nd, and 3rd salary classes, after examining the qualifications of professional competence of the candidates submitted by the Postal Administrations of the member-countries, taking account of an equitable continental geographic division and of languages, as well as of all other considerations relative thereto, while at the same time respecting the internal promotion system of the Bureau;

- 3) to approve the annual report prepared by the International Bureau on the activities of the Union and to submit commen-taries thereon, if called for;
 - 4) to recommend to the Supervisory Authority, if circumstances so require, that it authorize the ceiling of ordinary expenses to be exceeded.
6. In appointing the Director General and approving the appointments of non-classified personnel, the Executive Council takes into consideration that, as a general rule, persons occupying these positions must be nationals of different member-countries of the Union.
7. At its first meeting, which is convened by the President of the last Congress, the Executive Council elects from among its members a Chairman and four Vice-Chairmen, and draws up its rules of pro-cedure. The Director General of the International Bureau performs the duties of Secretary General of the Executive Council and takes part in the debates without the right to vote.
8. On convocation by its Chairman, the Executive Council meets, in principle once a year, at the headquarters of the Union. The International Bureau prepares the work of the Executive Council and transmits all the documents of each session to the Postal Administra-tions of the members of the Executive Council, to the restricted Unions, as well as to the other Postal Administrations of member-countries which request them.
9. The representative of each of the members of the Executive Council is entitled to reimbursement of the cost of a first-class, round-trip ticket by air, sea or land.
10. The Postal Administration of the country where the Execu-tive Council meets is invited to participate in the meetings as an observer, if that country is not a member of the Executive Council.
11. The Executive Council may invite any representative of an international organization, or any other qualified person whom it desires to take part in its work, to participate in its meetings, without the right to vote. It may also invite, under the same conditions, the representatives of one or more Postal Administrations of member-countries which are interested in matters included in its agenda.

Article 103

Reports on the activities of the Executive Council

1. The Executive Council transmits to the Postal Administrations, as information, an analytical report at the close of each of its session.
2. The Executive Council makes a report to the Congress on all of its activities and transmits it to the Postal Administrations at least two months before the opening of the Congress.

Article 104

Organization and meetings of the Consultative Committee on Postal Studies

1. The member-countries of the Union are, automatically, members of the Consultative Committee on Postal Studies.

2. The Congress elects a Management Council of twenty-six members, charged, between two Congresses, with directing, stimulating, and coordinating the work of the Committee.

3. The Congress examines and adopts the work program of the Committee. Between two Congresses, the Executive Council may likewise submit subjects for study to the Management Council. Member-countries which, between two Congresses, wish to propose the study of a particular question, present a request to that effect to the Chairman of the Management Council.

4. The Committee meets at the places and dates fixed for the Congresses. It functions there as a Commission of the Congress for the examination of the questions defined in § 6.

5. Between two Congresses, the Committee may be convened at the instance of the Chairman of the Management Council, after agreement with the Chairman of the Executive Council and the Director General of the International Bureau, at the request or with the consent of at least two-thirds of the members of the Committee.

6. The functions of the Committee during the Congress are as follows:

- a) to examine the work done by the Management Council between two Congresses;
- b) to examine and approve the Comprehensive Report prepared by the Management Council for the attention of the Congress, appending its comments, if any;
- c) to examine the propositions of the Management Council on the future work to be undertaken and to draw up a draft program to be submitted to the Congress;
- d) to submit to the Congress the list of member-countries that have asked to participate in the new Management Council to be elected;
- e) to study any other questions assigned to it by the Congress.

7. The operating costs of the Committee are borne by the Union.

8. The members of the Committee and its agencies do not receive any remuneration for the work carried out. The traveling and subsistence expenses of the representatives of the Administrations taking part in the work of the Committee and its agencies are borne by those Administrations.

Article 105

Management Council of the Consultative Committee on Postal Studies

1. The tenure of the Management Council covers the interval between two Congresses.

2. The representative of each of the members of the Management Council is designated by the Postal Administration of his country. This representative must be a qualified official of the Postal Administration.

3. The Management Council meets annually, as a rule; the place and date of meeting are determined by its Chairman, after agreement with the Chairman of the Executive Council and the Director General of the International Bureau.

4. At its first meeting which is convened and opened by the President of the Congress, the Management Council selects, from among its members, a Chairman and three Vice-Chairmen.

5. The Chairman and the three Vice-Chairmen of the Management Council form the Steering Committee of this Council. The Steering Committee prepares and directs the work of each meeting of the Management Council and assumes any task that the Management Council decides to entrust to it.

6. The Management Council sets up its Rules of Procedure.

7. The work of the Management Council is divided into three specialized Sections:

- a) Technical Section;
- b) Operations Section;
- c) Economic Section.

upon which it devolves, in particular:

- 1) to organize the study of the most important technical, operational and economic problems which are of interest to the Postal Administrations of all the member-countries of the Union and to develop information and draw up opinions regarding these problems;
- 2) to take the necessary measures with a view to studying and disseminating the experiments and progress made by certain countries in the technical, operational and economic fields of the postal services;
- 3) to study the present situation and the needs of the postal services in new and emergent countries, and to draw up appropriate recommendations on ways and means of improving the postal services of these countries;
- 4) to take appropriate measures, after agreement with the Executive Council, in the sphere of technical cooperation with all the member-countries of the Union, in particular, with the new and emergent countries.

8. Each Vice-Chairman of the Management Council is Chairman of one of the Sections.

9. The Sections set up working groups charged with studying specific questions. The members of the Management Council actually participate in the studies undertaken. Member-countries which do not belong to the Management Council may, upon their request, collaborate in the tasks of the working groups.

10. At each meeting, the Management Council :

- a) exchanges views on the work performed or in progress and, if appropriate, formulates recommendations with respect thereto;
- b) determines the program of work to be undertaken until its next meeting and coordinates the work of the Sections;
- c) examines any other question submitted to it by a member of the Consultative Committee on Postal Studies or by the Executive Council.

11. If there is need, the Management Council formulates propositions deriving directly from the opinions expressed or from conclusions of the studies undertaken. These propositions are submitted :

- a) to the Executive Council in the case of questions falling within its competence;
- b) to the Congress, in all other cases, subject to the approval of the Consultative Committee on Postal Studies,

12. The Management Council and its agencies may invite to participate in their meetings, without the right to vote :

- a) any representative of an international organization or any other qualified person they wish to have associated in their work;
- b) representatives of the Postal Administrations of member-countries that do not belong to the Management Council.

13. The Secretariat of the Management Council and its agencies is furnished by the International Bureau. The latter prepares the work of the Management Council, in compliance with the directives of the Steering Committee, and transmits all the documents of each meeting to the Postal Administrations of the members of the Management Council, to the Postal Administrations of countries which, without being members of the Management Council, participate in the working groups, to the restricted Unions, as well as to the Postal Administrations of the member-countries which request them.

Article 106

Report on the activities of the Management Council of the Consultative Committee on Postal Studies

The Management Council

- a) transmits an analytical report to the Postal Administrations of the member-countries of the Union and to the restricted Unions, for information, at the close of each of its meetings;
- b) draws up, for the attention of the Executive Council, an annual report on its activities;
- c) draws up, for the attention of the Congress, a report on the whole of its activities and transmits it to the Postal Administrations of the member-countries at least two months prior to the opening of the Congress.

Article 107

Rules of procedure (bylaws) of Congresses, Administrative Conferences and Special Committees

Each Congress, each Administrative Conference and each Special Committee draws up its rules of procedure (bylaws). Until such rules of procedure are adopted, the provisions of the rules of procedure drawn up by the preceding meeting of the same organ are applicable insofar as they have reference to the deliberations.

Article 108

Languages used for the publication of documents, the deliberations, and official correspondence

1. Documents of the Union are furnished in any language, either through the intermediary of the International Bureau, or by regional centers in collaboration with the International Bureau, at the request of a member-country or of a group of member-countries.

2. Documents reproduced through the intermediary of the International Bureau are distributed simultaneously in all the languages requested.

3. Costs pertaining to the publication of documents by the International Bureau or through its intermediary, regardless of language, including translation costs, if any, are borne by the member-country or group of member-countries which asked to receive the documents in that language.

4. Costs to be borne by a group of member-countries are divided among these in proportion to their contributions to the general expenses of the Union.

5. The International Bureau complies with any change in the choice of language requested by a member-country after a period not to exceed two years.

6. For the deliberations of the meetings of the organs of the Union, French, English, Spanish, and Russian are permitted, by means of a system of interpretation—with or without electronic equipment—whose choice is left to the judgment of the organizers of the meeting, after consultation with the Director General of the International Bureau and the member-countries concerned.

7. Other languages are also authorized for the deliberations and meetings mentioned in § 6.

8. Delegations which use other languages obtain simultaneous interpretation in one of the languages mentioned in § 6, either by the system indicated in the same section, when the necessary technical modifications can be made, or through private interpreters.

9. The expenses of the interpretation services are apportioned among the member-countries using the same language in proportion to their contribution to the general expenses of the Union. However, expenses entailed by installation and maintenance of the technical equipment are borne by the Union.

10. Postal Administrations may come to an agreement with one another as to the language to be used for the official correspondence in their reciprocal relations. In the absence of such an agreement, the language to be used is French.

CHAPTER II INTERNATIONAL BUREAU

Article 109

List of member-countries

The International Bureau draws up and keeps current the list of member-countries of the Union, indicating the class of contribution of each of them. It also draws up and keeps current the list of Agreements and of member-countries which are party thereto.

Article 110

Functions and powers of the Director General of the International Bureau

1. The functions and powers of the Director General of the International Bureau are those specifically assigned to him by the Acts of the Union and those which derive from the tasks assigned to the International Bureau.

2. The Director General directs the International Bureau.

3. The Director General or his representative attends the meetings of the Congresses, the Administrative Conferences, and the Special Committees and takes part in the discussions, without the right to vote.

Article 111**Preparation of the agenda for the Congresses, the Administrative Conferences and the Special Committees**

The International Bureau prepares the agenda for the Congresses, the Administrative Conferences and the Special Committees. It provides for the printing and distribution of the documents.

Article 112**Information. Opinions. Requests for interpretation and modification of the Acts. Inquiries. Intervention in the settlement of accounts**

1. The International Bureau holds itself at all times at the disposal of the Executive Council, the Consultative Committee on Postal Studies, and the Postal Administrations, in order to furnish them any necessary information on matters relating to the service.

2. It is charged especially with assembling, coordinating, publishing, and distributing information of every kind, of interest to the international postal service; with issuing, at the request of the interested parties, an opinion on matters in dispute; with acting upon requests for interpretation and modification of the Acts of the Union and, in general, with undertaking such studies and tasks of editing or documentation that the said Acts may assign to it, or which may be entrusted to it in the interests of the Union.

3. It likewise undertakes inquiries which are requested by Postal Administrations with a view to ascertaining the opinion of the other Administrations on a certain matter. The result of an inquiry does not have the status of a vote and does not bind formally.

4. It refers to the Chairman of the Management Council of the Consultative Committee on Postal Studies, for appropriate attention, matters which come within the competence of that body.

5. Between Postal Administrations which seek such intervention it intervenes, as a clearing house, in the settlement of accounts of all kinds relating to the international postal service.

Article 113**Technical cooperation**

The International Bureau, within the framework of international technical cooperation, is charged with developing postal technical assistance in all its forms.

Article 114**Forms supplied by the International Bureau**

The International Bureau is charged with arranging for the manufacture of postal identity cards, international reply coupons, postal travellers' checks, and the covers for the checkbooks, and with supplying them to the Postal Administrations upon request.

Article 115**Acts of the Restricted Unions and Special Agreements**

1. Two copies of the Acts of the restricted Unions and of the special Agreements concluded by application of the provisions of Article 8 of the Convention must be transmitted to the International Bureau by the Offices of those Unions or, failing that, by one of the contracting Parties.

2. The International Bureau sees to it that the Acts of the restricted Unions and the special Agreements have no provisions less favorable for the public than those which are set forth in the Acts of the Union, and informs the Postal Administrations of the existence of the said Unions and Agreements. It advises the Executive Council of any irregularity noted pursuant to this provision.

Article 116**Magazine of the Union**

The International Bureau edits, with the aid of the documents placed at its disposal, a magazine in German, English, Arabic, Chinese, Spanish, French and Russian.

Article 117**Annual report on the activities of the Union**

The International Bureau makes up an annual report on the activities of the Union, which is transmitted to the Postal Administrations and to the United Nations Organization. That report must be approved by the Executive Council.

CHAPTER III**PROCEDURE FOR INTRODUCING AND EXAMINING PROPOSITIONS
MODIFYING THE ACTS OF THE UNION****Article 118****Procedure for presenting propositions to the Congress**

1. The following procedure governs the introduction of propositions to be submitted to the Congress by the Postal Administrations of member-countries:

- a) propositions reaching the International Bureau at least 6 months prior to the date set for the opening of the Congress are published in special books called books of propositions;
- b) no proposition of an editorial nature is accepted during the 6 months which precede the date fixed for the Congress;
- c) basic propositions reaching the International Bureau in the interval between 6 and 4 months prior to the date set for the Congress are published in the books of propositions only if they are supported by at least two Administrations;

- d) basic propositions reaching the International Bureau during the 4-month period which precedes the date set for the Congress are published only if they are supported by at least eight Administrations;
- e) the supporting declarations must reach the International Bureau within the same period as the propositions to which they relate.

2. Propositions of an editorial nature are furnished, at the top, with the notation "Proposition d'ordre rédactionnel" (Proposition of an editorial nature) by the Administrations which submit them and published by the International Bureau under a number followed by the letter "R". Propositions which are not furnished with that notation but which, in the opinion of the International Bureau, only affect the wording, are published with a suitable annotation; the International Bureau prepares a list of such propositions for the attention of the Congress.

3. The procedure prescribed in §§ 1 and 2 does not apply to amendments to propositions already made.

Article 119

Procedure for presenting propositions between two Congresses

1. In order to be considered, each proposition concerning the Convention or the Agreements introduced by a Postal Administration in the interval between Congresses must be supported by at least two other Administrations. Such propositions are ignored when the International Bureau does not receive, at the same time, the necessary number of supporting declarations.

2. These propositions are transmitted to the other Postal Administrations through the intermediary of the International Bureau.

Article 120

Examination of propositions between two Congresses

1. Every proposition is subject to the following procedure: a period of two months is allowed for the Administrations of the member-countries to examine the proposition, which is made known by a circular of the International Bureau, and to transmit their observations, if any, to the said Bureau. Amendments are not allowed. The replies are assembled by the International Bureau and made known to the Postal Administrations, with an invitation to declare themselves for or against the proposition. Those which have not transmitted their vote within a period of two months are considered as abstaining. The periods mentioned above are counted from the dates of the circulars of the International Bureau.

2. If the proposition concerns an Agreement, its Regulations, or their Final Protocols, only the Postal Administrations of the countries which are party to that Agreement may take part in the procedures indicated in § 1.

Article 121

Notification of decisions adopted between two Congresses

1. Modifications made in the Convention, Agreements, and the Final Protocols to these Acts are sanctioned by a diplomatic declaration which the Government of the Swiss Confederation is charged with preparing and transmitting, at the request of the International Bureau, to the Governments of the member-countries.

2. Modifications made in the Regulations and their Final Protocols are verified and made known to the Postal Administrations by the International Bureau. The same applies to the interpretations referred to in Article 69, § 2, letter c), figure 2°, of the Convention and the corresponding provisions in the Agreements.

Article 122

Effective date of decisions adopted between two Congresses

Any decision adopted does not become effective until at least three months after its notification.

CHAPTER IV

FINANCES

Article 123

Fixing and controlling the expenses of the Union

1. The ordinary expenses of the Union must not exceed the sum of 3,710,000 gold francs per annum.

2. Upon the recommendation of the Executive Council, the Supervising Authority may, if circumstances require, authorize the maximal figure fixed in § 1 to be exceeded.

3. No expenditures above the ceiling on ordinary expenses fixed in § 1 may be authorized for the first year following that of the Congress. Starting with the second year, the financial ceiling may be exceeded by 5% annually, at most.

4. Countries which adhere to the Union or which are admitted as members of the Union, as well as those leaving the Union, must pay their share for the year during which their admission or withdrawal becomes effective.

5. The Government of the Swiss Confederation makes the necessary advances and supervises the keeping of the financial accounts, and the International Bureau accounting, within the limit of the credit fixed by the Congress.

6. The sums advanced by the Government of the Swiss Confederation in accordance with § 5 must be reimbursed by the debtor Postal Administrations as soon as possible, and at the latest before the 31st of December of the year in which the account is sent. After that time limit has elapsed, the sums due bear interest, in favor of the said Gov-

ernment, at the rate of 5 percent per annum, counting from the date of expiration of the said time limit.

Article 124

Classes of contribution

The member-countries, in compliance with Article 21, § 4, of the Constitution, are divided into 7 classes and contribute to the expenses of the Union in the following proportions:

1st class, 25 units	5th class, 5 units
2nd class, 20 units	6th class, 3 units
3rd class, 15 units	7th class, 1 unit
4th class, 10 units	

Article 125

Payment for supplies from the International Bureau

Supplies furnished by the International Bureau to the Postal Administrations for a consideration must be paid for as soon as possible and, at the latest, within six months from the first day of the month following the one in which the account was sent by the said Bureau. After that period, the sums due bear interest, in favor of the Government of the Swiss Confederation which advanced those sums, at the rate of 5 percent per annum, counting from the date of expiration of the said period.

CHAPTER V ARBITRATION

Article 126

Arbitration procedure

1. In case of dispute to be settled by arbitration, each of the Postal Administrations involved selects a Postal Administration of a member-country which is not directly interested in the dispute. When several Administrations make common cause, they count, for the application of this provision, as only one.
2. In case one of the Administrations in a dispute does not take any action on a proposition for arbitration within a period of six months, the International Bureau, if asked to do so, calls upon the defaulting Administration to appoint an arbitrator, or appoints one itself, without further formality.
3. The parties involved may come to an agreement among themselves to appoint a single arbitrator, which may be the International Bureau.
4. The decision of the arbitrators is determined by a majority of the votes.
5. In case of a tie vote, the arbitrators, in order to settle the dispute, choose another Postal Administration which is likewise disin-

tered in the matter. In case of failure to agree on a choice, that Administration is designated by the International Bureau from among the Administrations not proposed by the arbitrators.

6. If it is a question of a dispute concerning one of the Agreements, only Administrations which participate in that Agreement may be designated as arbitrators.

CHAPTER VI

FINAL PROVISIONS

Article 127

Conditions for approval of propositions concerning the General Regulations

In order to become effective, propositions submitted to the Congress, relating to these General Regulations must be approved by a majority of the member-countries represented at the Congress. Two-thirds of the member-countries of the Union must be present when the vote is taken.

Article 128

Propositions concerning the Agreements with the United Nations

The conditions for approval set forth in Article 127 also apply to propositions designed to modify the Agreements concluded between the Universal Postal Union and the United Nations, in cases where those Agreements do not prescribe the conditions for the modification of the provisions which they contain.

Article 129

Effective date and duration of the General Regulations

The present General Regulations shall become effective on January 1, 1966, and shall remain in effect until the entry into force of the Acts of the next Congress.

In testimony whereof, the Plenipotentiaries of the Governments of the member-countries have signed the present General Regulations in a single copy, which shall be deposited in the Archives of the Government of the headquarters-country of the Union. A copy shall be delivered to each Party by the Government of the host-country of the Congress.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458-1473.]

**FINAL PROTOCOL
OF THE GENERAL REGULATIONS OF THE UNIVERSAL POSTAL UNION**

At the time of signing the General Regulations of the Universal Postal Union concluded on this date, the undersigned Plenipotentiaries agreed to the following:

Article I

**Executive Council and Management Council of the
Consultative Committee on Postal Studies**

The provisions of the General Regulations pertaining to the organization and the operation of the Executive Council and the Management Council of the Consultative Committee on Postal Studies are applicable prior to the effective date of these Regulations.

Article II

Languages used for the publication of documents

1. By exception to Article 33 of the Constitution and Article 129 of the General Regulations, the entry into force of the new permanent language system set forth in Article 108 of the General Regulations shall be fixed by the Executive Council, taking into account the practical requirements imposed by the organization of the new system.

2. Meanwhile, the International Bureau should comply with requests to supply documents of the Union in any language by provisional measures, for example, by using private translating agencies or by concluding a contract with another specialized institution which uses a multilingual system.

3. The Executive Council, if it deems it advisable, may take steps to this effect.

Article III
Expenses of the Union

By exception to Article 129, the ceiling for the annual ordinary expenses of the Union set forth in Article 123, § 1, is applicable as of January 1, 1964.

In witness whereof, the undersigned Plenipotentiaries have drawn up this Protocol, which shall have the same validity as if its provisions were inserted in the text of the General Regulations itself, and they have signed it in a single copy, which shall be deposited in the Archives of the Government of the headquarters-country of the Union. A copy shall be transmitted to each Party by the Government of the host-country of the Congress.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458–1473.]

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**FINAL PROTOCOL
OF THE UNIVERSAL POSTAL CONVENTION**

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- IV. Exceptions to the application of the rate for prints and samples of merchandise
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UNIVERSAL POSTAL CONVENTION

The undersigned, Plenipotentiaries of the Governments of the member-countries of the Union, considering Article 22, § 3 of the Constitution of the Universal Postal Union, have drawn up by common consent in the present Convention the rules applicable in common throughout the international postal service and the provisions concerning letter-post service.

FIRST PART**Rules applicable in common throughout the international postal service****Article 1****Freedom of transit**

1. Freedom of transit, the principle of which is stated in Article 1 of the Constitution, entails the obligation for each Postal Administration to forward, always by the fastest means that it uses for its own articles, closed dispatches and open mail letter-post items that are delivered to it by another Administration. This obligation applies equally to air mail, regardless of whether the intermediate Postal Administrations take part in its onward transmission or not.

2. Member-countries that do not participate in the exchange of letters containing perishable biological substances or radioactive materials, have the option of not accepting such articles in open transit across their territory. This also applies to the items dealt with in Article 28, § 5.

3. Member-countries which do not provide the service of insured letters and boxes or which do not accept responsibility for insured articles in transportation carried out by their maritime or air services cannot, however, object to the transit of such articles in closed mails across their territory, or to the transportation over their maritime or air routes of such articles; but the responsibility of these countries is limited to that prescribed for registered articles.

4. Freedom of transit for parcels to be forwarded by land and sea routes is limited to the territory of countries that participate in this service.

5. Freedom of transit for air parcels is guaranteed throughout the entire territory of the Union. However, member-countries which are not parties to the Agreement Concerning Parcel Post cannot be compelled to participate in the transmission of air parcels by surface means.

6. Member-countries which are parties to the Agreement Concerning Parcel Post are bound to effect the transit of insured parcels dispatched in closed mails even though those countries do not admit that class of articles or do not accept the relative responsibility for transportation services performed by their maritime or air services, the responsibility of said countries being then limited to that prescribed for uninsured parcels of the same weight.

Article 2

Failure to observe freedom of transit

When a member-country does not observe the provisions of Article 1 of the Constitution and of Article 1 of the Convention concerning freedom of transit, the Postal Administrations of the other member-countries have the right to discontinue postal service with that country. They must give advance notice by telegram of such action to the Administrations concerned.

Article 3

Temporary suspension of services

Whenever, due to exceptional circumstances, a Postal Administration finds itself obliged to suspend temporarily, in whole or in part, the performance of its services, it is required to give notice thereof immediately, by telegram if necessary, to the Administration or Administrations concerned.

Article 4

Ownership of postal articles

Every postal article belongs to the sender until it has been delivered to the entitled person, unless such item has been seized pursuant to the legislation of the country of destination.

Article 5

Charges

1. The charges pertaining to the various international postal services are established by the Convention and the Agreements.

2. It is prohibited to collect postal charges of any nature whatsoever, other than those prescribed by the Convention and the Agreements.

Article 6

Equivalents

In each member-country the charges are fixed on the basis of the closest possible equivalent of the value of the gold franc in the currency of that country.

Article 7**Exemption from postal charges**

Cases in which exemption from postal charges applies are expressly prescribed by the Convention, the Agreements, and the Final Protocols of these Acts.

Article 8**Exemption from postal charges for articles concerning prisoners of war and interned civilians**

1. Subject to the provisions of Article 54, § 2, letter-post items, insured letters and boxes, parcel post and postal money orders addressed to prisoners of war or sent by them, either directly, or through the intermediary of the Bureaus of Information provided for in Article 122, of the Geneva Convention, relative to the Treatment of Prisoners of War, dated August 12, 1949, [¹] and of the Central Agency of Information on prisoners of war provided for in Article 123 of the same Convention, are exempt from all postal charges. Belligerents received and interned in a neutral country are considered as prisoners of war properly so-called as far as the application of the foregoing provisions is concerned.

2. § 1 also applies to letter-post items, insured letters and boxes, parcel post and postal money orders originating in other countries addressed to interned civilians covered by the Geneva Convention relative to the Protection of Civilians in Time of War, dated August 12, 1949, [¹] or sent by them either directly or through the intermediary of the Bureaus of Information provided for in Article 136 and of the Central Agency of Information provided for in Article 140 of the same Convention.

3. The National Bureaus of Information and the Central Agencies of Information referred to above likewise enjoy the franking privilege for letter-post items, insured letters and boxes, parcel post, and postal money orders concerning the persons referred to in §§ 1 and 2, which they send or receive, either directly or as intermediaries, under the conditions prescribed in said Sections.

4. Parcels are accepted postage-free up to a weight of 5 kilograms. The weight limit is raised to 10 kilograms for articles whose contents cannot be broken up and for those addressed to a camp or to trustworthy persons in such camp for delivery to the prisoners.

¹ TIAS 3364, 3365; 6 UST 3412, 3516.

Article 9**Exemption from postal charges for cecograms
(raised prints for use by the blind)**

Subject to the provisions of Article 54, § 2, cecograms are exempt from postage as well as from the special fees due for registration, return receipt, Special Delivery, inquiry and Collect-on-Delivery.

Article 10**Postage stamps**

Only Postal Administrations issue the postage stamps intended for prepayment.

Article 11**Forms**

1. Forms to be used by the Administrations in their reciprocal relations must be drawn up in French, with or without an interlinear translation, unless the Administrations concerned arrange otherwise by direct agreement.

2. Forms to be used by the public must have an interlinear translation into French, if they are not printed in that language.

3. The texts, colors, and dimensions of the forms referred to in §§ 1 and 2 must be those prescribed in the Regulations of the Convention and Agreements.

Article 12**Postal identity cards**

1. Each Postal Administration may issue, to persons who request them, postal identity cards valid as proof of identity in all postal transactions carried out in member-countries which have not given notice of their refusal to accept them.

2. The Administration which issues a card is authorized to collect a fee therefor, which may not exceed 1 franc.

3. Administrations are relieved of all responsibility when it is established that the delivery of a postal article or the payment of a money order took place upon the presentation of a genuine card. Nor are they responsible for the consequences which may arise from the loss, theft, or fraudulent use of a genuine card.

4. The card is valid for a period of five years, counting from the date of its issue. However, it ceases to be valid whenever the physical features of the holder have changed to the extent that they no longer match the photograph or the description.

Article 13**Settlements of accounts**

Settlements between Postal Administrations of international accounts arising from the postal traffic may be considered as current transactions and effected in accordance with the international obligations of the member-countries concerned when there are agreements covering that subject. In the absence of such agreements, settlements of accounts are made in accordance with the provisions of the Regulations.

Article 14**Obligations concerning penal measures**

The Governments of the member-countries bind themselves to adopt or to propose to the legislative bodies of their country, the necessary measures:

- a) to punish the counterfeiting of postage stamps (even if withdrawn from circulation), of international reply coupons, and of postal identity cards;
- b) to punish the use or placing in circulation of:
 - 1) counterfeit postage stamps (even if withdrawn from circulation) or used stamps, as well as counterfeit or used impressions of postage meters or of printing presses;
 - 2) counterfeit international reply coupons;
 - 3) counterfeit postal identity cards;
- c) to punish the fraudulent use of genuine postal identity cards;
- d) to prohibit and suppress all fraudulent operations of the manufacture and placing in circulation of embossed and adhesive stamps used in the postal service which are counterfeit or imitated in such a way that they could be mistaken for embossed or adhesive stamps issued by the Administration of one of the member-countries;
- e) to prevent, and when necessary, to punish the insertion of opium, morphine, cocaine, or other narcotics, as well as of explosive or easily inflammable substances, in postal articles in which such insertion is not expressly authorized by the Convention and the Agreements.

SECOND PART**Provisions concerning the letter post****CHAPTER I****GENERAL PROVISIONS****Article 15****Letter-post items**

The term "letter-post items" applies to letters, single and reply-paid post cards, prints, cecograms (raised prints for use by the blind), samples of merchandise, small packets, and "Phonopost" items.

Article 16**Postage rates and general conditions**

1. The postage rates for the transportation of letter-post items throughout the entire extent of the Union, as well as weight and dimension limits, are established in accordance with the table below. Aside from the exceptions prescribed in Article 17, § 3, those rates include the delivery of the articles at the residence of the addressees where a delivery service is established in the countries of destination:

Articles	Weight Units	Postage Rates	Limits of	
			Weight	Dimensions
1	2	3	4	<p>(Maximum: length, width, and thickness combined: 90 cm.; but greatest dimension cannot exceed 60 cm. In rolls: length plus twice the diameter: 104 cm., but greatest dimension cannot exceed 90 cm.</p> <p>Minimum: have a surface with dimensions no smaller than 10 x 7 cm. In rolls: length plus twice the diameter: 17 cm. but greatest dimension cannot be smaller than 10 cm.</p>
			g c	<p>Letters:</p> <p>1st weight unit</p> <p>Each additional unit</p> <p style="text-align: right;">25 } 2 kg</p> <p style="text-align: right;">15 }</p>

2. The weight and dimension limits established in § 1 do not apply to letter-post items relative to the postal service referred to in Article 23. Prints addressed to the same addressee and for the same destination enclosed in one or more special sacks are not subject, however, to the weight limits established in § 1 for this category of articles.

3. The charge applicable to prints addressed to the same addressee and for the same destination and that are inserted in a special sack is computed in units of 50 grams up to the total weight of the sack. Each Administration has the option of granting, in the case of prints that are dispatched in special sacks, a reduction in charges of up to 10%.

4. Perishable biological substances packaged and labeled under the conditions stipulated by the Regulations are subject to the general letter rate and can be exchanged only between officially recognized, qualified laboratories. Such exchange, moreover, is limited to relations between member-countries whose Postal Administrations have declared their willingness to accept such articles, either in their reciprocal relations or in a single direction.

5. Radioactive materials are admissible for transportation by mail under the conditions set forth in the Regulations; they are subject to the general letter rate and may be posted only by duly authorized senders. Articles belonging to this category are forwarded by the most rapid route, normally by air. Such exchange is, moreover, limited to relations between member-countries whose Postal Administrations have declared their willingness to accept such articles, either in their reciprocal relations or in a single direction.

6. Each Postal Administration has the option of granting newspapers and periodicals published in its country, a reduction which may not exceed 50% of the general rate for prints, while reserving to itself the right to limit this reduction to newspapers and periodicals which meet the conditions required by domestic regulations in order to circulate at the newspaper rate. Commercial prints such as catalogs, prospectuses, price lists, etc., are excluded from the reduction, regardless of the regularity of their publication; the same applies to advertisements printed on sheets attached to newspapers and periodicals.

7. Administrations may likewise grant the same reduction for books and pamphlets, sheet-music and maps which do not contain any publicity or advertising other than that which appears on the cover or fly leaves of such articles.

8. Articles other than registered letters in sealed envelopes cannot contain coins, bank notes, paper money, or any instruments of value payable to the bearer; manufactured or unmanufactured platinum, gold, or silver; precious stones, jewels, and other precious articles.

9. The Administrations of the countries of origin and destination have the option of handling in accordance with their legislation, letters which contain documents having the character of current and personal correspondence exchanged between persons other than the sender and the addressee or the persons residing with them.

10. Letters, prints, cecograms, samples of merchandise and small packets cannot contain any card or reply-envelope with postage denoted by postage stamps or postage-paid imprints of the country of origin of the article.

11. Aside from the exceptions prescribed in the Regulations, prints, cecograms, samples of merchandise and small packets:

- a) must be prepared in such a way that they may be easily inspected;
- b) cannot bear any notation or contain any document having the character of current and personal correspondence;
- c) cannot contain any postage stamps, any canceled or uncanceled form of prepayment, or any paper representing a value.

12. The service for "Phonopost" articles is limited to member-countries whose Postal Administrations have stated that they agree to admit such articles in their reciprocal relations or merely to receive them.

13. The combining in one item, of articles of different categories is authorized under the conditions established by the Regulations.

14. Aside from the exceptions prescribed by the Convention and its Regulations, articles which do not meet the conditions required by the present Article and by the Regulations are not dispatched. Wrongly accepted articles must be returned to the Administration of origin. However, the Administration of destination is authorized to deliver them to the addressees. In that event, the latter Administration applies to those articles, if called for, the charges prescribed for the category of letter-post items in which their contents, weight, or dimensions would place them. Articles exceeding the maximum weight limits established in § 1 may be charged in accordance with their actual weight.

Article 17

Special charges

1. Administrations are authorized to charge the sender an additional fee, in accordance with the provisions of their legislation, on articles submitted for dispatch after the mails have closed.

2. Articles addressed to General Delivery may be subjected by the Administrations of the countries of destination to such special charge as may be prescribed by their legislation for articles of the same kind in their domestic service.

3. Administrations of the countries of destination are authorized to collect a special charge of 60 centimes at most for each small packet delivered to the addressee. That charge may be increased by 30 centimes at most in cases of delivery at addressee's residence.

Article 18**Storage fee**

The Administration of destination is authorized to collect, according to the provisions of its legislation, a storage fee on prints, small packets, and "Phonopost" articles weighing more than 500 grams, whose delivery has not been accepted by the addressee within the period during which they are held without charge at his disposal.

Article 19**Prepayment**

1. As a general rule, the articles designated in Article 15, with the exception of those indicated in Articles 8, 9, and 23, must be fully prepaid by the sender.

2. Unprepaid or insufficiently prepaid articles, other than letters and single post cards, or post cards with reply paid whose two halves are not fully prepaid at the time of mailing, are not dispatched.

3. When a large number of unprepaid or insufficiently prepaid letters or single post cards is mailed, the Administration of the country of origin has the option of returning them to the sender.

Article 20**Methods of prepayment**

1. Prepayment is effected either by means of postage stamps printed or affixed on the articles and valid in the country of origin, or by means of impressions of postage meters, officially adopted and operated under the immediate supervision of the Administration; or, furthermore, by means of impressions made by a printing press, or other process, when such a system is authorized by the regulations of the Administration of origin.

2. The prepayment of postage on prints addressed to the same addressee and for the same destination, inserted in a special sack, is effected by one of the means referred to in § 1 and the total amount is shown on the outer label of the sack.

3. The following are considered as duly prepaid: reply post cards which bear printed, glued, or affixed postage stamps or prepayment impressions of the country that issues such cards; articles regularly prepaid according to regulations for their first transmission on which the additional postage was paid before their redirection, as well as newspapers or bundles of newspapers and periodicals whose address bears the notation "Abonnement-poste" (Subscription by mail) or "Abonnement direct" (Direct subscription), which are sent under the Agreement Concerning Subscriptions to Newspapers and Periodicals. The notation "Abonnement-poste" or "Abonnement direct" is followed by the phrase "Taxe perçue" (T.P.) (Fee collected) or "Port payé" (P.P.) (Postage paid).

Article 21**Prepayment of letter-post items on board ships**

1. Articles mailed on board a ship while it is anchored at either of the two terminal points of its run or at one of the intermediate ports-of-call, must be prepaid by postage stamps in accordance with the rates of the country in whose waters the ship happens to be.

2. If the mailing on board ship takes place on the high seas, postage may be paid on such articles, unless there is a special agreement between the Administrations concerned, by means of postage stamps and in accordance with the rates of the country to which said ship belongs or which has jurisdiction over it.

Article 22**Charge on unprepaid or insufficiently prepaid correspondence**

1. In cases involving unprepaid or insufficiently prepaid postage, and aside from the exceptions set forth in Article 36, § 7, for registered articles, and in Article 144, §§ 3, 4, and 5, of the Regulations, for certain classes of redirected articles, letters and simple post cards are subject to a charge payable by either the addressee or the sender when non-deliverable articles are concerned; said charge is fixed at double the amount of deficient postage and in ratio to the proportion between the charge for the first weight step for letters adopted by the country of delivery and the same charge adopted by the country of origin, provided that the charge to be collected is not less than 10 centimes.

2. The same treatment may be applied, in the above-mentioned cases, to other letter-post items erroneously dispatched to the country of destination.

Article 23**Exemption from postal charges accorded Postal Administrations, their offices and the International Bureau**

Subject to the provisions of Article 54, § 4, letter-post items concerning the postal service are exempt from all postal charges when exchanged between:

- a) Postal Administrations;
- b) Postal Administrations and the International Bureau;
- c) post offices of member-countries;
- d) post offices and Postal Administrations.

Article 24**International reply coupons**

1. International reply coupons are placed on sale in member-countries.

2. Their selling price is determined by the Administrations concerned but cannot be less than 40 centimes or the equivalent thereof in the currency of the country selling them.

3. Each reply coupon is exchangeable in any country for a postage stamp or stamps representing the postage on an ordinary, single-rate letter originating in that country and addressed to a foreign country. Upon presentation of a sufficient number of reply coupons, Administrations must furnish the postage stamps necessary for the prepayment of an ordinary letter, not exceeding 20 grams, to be forwarded by air.

4. Moreover, the Administration of any member-country may reserve the right to require that reply coupons and the articles to be prepaid in exchange for such reply coupons be presented at the same time.

Article 25 Special Delivery articles

1. Letter-post items are, at the request of the senders, delivered to the addressee's residence by special messenger immediately after their arrival in countries whose Administrations agree to undertake such service.

2. Such articles, termed "Exprès" (Special Delivery) are subject, in addition to regular postage, to a special fee amounting at least to the postage on an ordinary, single-rate letter and, at most, to 80 centimes, or to the amount of postage applicable in the domestic service of the country of origin if the latter is higher. This fee must be fully paid in advance.

3. The special fee referred to in § 2 for delivery by Special Delivery of the reply-half of a post card can be paid validly only by the sender of that half.

4. When the addressee's residence is situated outside the local delivery zone of the office of destination, the special delivery may call for the collection of an additional fee by the Administration of destination, not exceeding that which is established for articles of the same kind in the domestic service. However, special delivery is not obligatory in this case.

5. Special Delivery articles which are not fully prepaid to cover the total amount of the charges payable in advance are delivered by ordinary means, unless they have been handled as special delivery by the office of origin. In the latter case, the articles are charged in accordance with the provisions of Article 22.

6. It is permissible for Administrations to make only one attempt at delivery by special messenger. If this attempt is unsuccessful, the article may be handled as an ordinary article.

7. If the regulations of the Administration of destination permit it, addressees may ask the office of delivery to have registered or unregistered articles addressed to them delivered by special delivery upon their arrival. In such case, the Administration of destination is

authorized to collect, at the time of delivery, the fee applicable in its domestic service.

Article 26

Withdrawal. Change or correction of address

1. The sender of a letter-post item may have it withdrawn from the service, or have its address changed, provided that such article:

- a) has not been delivered to the addressee;
- b) has not been confiscated or destroyed by the competent authority for violation of Article 28;
- c) has not been seized by virtue of the legislation of the country of destination.

2. Each Administration is obliged to accept requests for withdrawal or changes of address concerning all letter-post items mailed within the Services of the other Administrations, if its legislation allows it.

3. The request to be made to that effect is transmitted by mail or by telegraph, at the expense of the sender, who must pay, for each request, a fee of 60 centimes at most. Moreover, the sender must pay:

- a) the registration fee and, if appropriate, the corresponding air surcharge, if the request is to be transmitted through the mails;
- b) the corresponding telegraph charge, if the request is to be transmitted by telegraph.

4. If the sender wishes to be informed by air-mail or by telegraph of the measures taken by the office of destination as a result of his request for return or change of address, he must pay the related air surcharge or telegraph charges.

5. For each request for return or change of address relating to several articles mailed simultaneously at the same office by the same sender to the same addressee, only one of the fees or surcharges prescribed in § 3 is collected.

6. A simple correction of address (without changing the name or title of the addressee) may be requested of the office of destination directly by the sender; that is to say, without complying with the formalities and without payment of the charges prescribed in § 3.

7. The return to origin of an article or its redirection to a new destination as the result of a request for return or change of address is made by air when the sender agrees to pay the corresponding air surcharge.

Article 27**Redirection. Undeliverable items**

1. In case the addressee has changed his address, letter-post items are redirected to him immediately, unless the sender has forbidden the redirection by a notation placed on the address side in a language known in the country of destination. However, forwarding from one country to another takes place only if the articles meet the conditions required for the new transportation. In the case of letter-post items which are to be redirected or returned by air at the request of the sender or addressee, Article 62, §§ 2 to 4, of the Convention and Article 183 of the Regulations are applied by analogy.

2. Each Administration has the option of setting a time limit for reforwarding in accordance with that used in its domestic service.

3. Administrations that collect a fee for requests for reforwarding in their own domestic service are authorized to charge the same fee in the international service.

4. Undeliverable articles must be returned immediately to the country of origin.

5. The period of retention of items held at the disposition of the addressees or addressed to "Poste restante" (General Delivery) is established by the regulations of the Administration of destination. However, as a general rule, that period cannot exceed one month, except in special cases where the Administration of destination deems it necessary to extend it to two months at the most. The return to the country of origin must take place within a shorter period if the sender has so requested by a notation placed on the address side in a language known in the country of destination.

6. Post cards which do not bear the sender's address are not returned. Moreover, the return to origin of undeliverable prints is not obligatory unless the sender has requested their return by a notation placed on the article in a language known in the country of destination. Registered prints and books must always be returned.

7. The redirection of letter-post items from country to country, or the return of these to the country of origin does not call for the collection of any additional charges, aside from the exceptions prescribed in the Regulations.

8. Letter-post items which are redirected or which are returned to origin as undeliverable items are delivered to the addressees or senders upon payment of the charges imposed on them upon their departure, arrival, or during transmission as a result of redirection after the first transmission, without prejudice to the reimbursement of customs duties or other special charges which the country of destination does not agree to cancel.

9. In case of redirection to another country or of non-delivery, the General Delivery fee, the customs clearance fee, the storage fee,

the commission fee, the additional Special Delivery fee and the special fee for the delivery of small packets to addressees are canceled.

Article 28

Prohibitions

1. The sending of the articles specified below is prohibited:
 - a) articles which, by their nature or their packing, may expose employees to danger, or may soil or damage the letter-post items (see also letter f);
 - b) articles subject to customs duties (aside from the exceptions set forth in Article 29) as well as samples of merchandise sent in quantities with the intention of avoiding the collection of such duties;
 - c) opium, morphine, cocaine, and other narcotics;
 - d) articles whose import or circulation is prohibited in the country of destination;
 - e) live animals, with the exception of:
 - 1) bees, leeches, and silkworms;
 - 2) parasites and predators of harmful insects, intended for the control of such insects, exchanged between officially recognized agencies;
 - f) explosive, inflammable substances or other dangerous substances; however, this prohibition does not apply to the perishable biological substances and the radioactive substances referred to in Article 16, §§ 4 and 5;
 - g) obscene or immoral articles.
2. Articles containing the items mentioned in § 1 which have been erroneously accepted for mailing are handled in accordance with the legislation of the country of the Administration which detects their presence.
3. However, articles containing the items referred to in § 1, letter c), f), and g), are under no circumstances forwarded to destination, delivered to the addressees, or returned to origin.
4. In cases where articles erroneously accepted for mailing are neither returned to origin nor delivered to the addressees, the Administration of origin must be informed precisely of the disposal made of such articles.
5. Moreover, the right is reserved for any member-country not to convey in transit in open mail over its territory letter-post items other than letters and post cards, in regard to which the legal provisions regulating the conditions of their publication or circulation in that country have not been observed. Such articles must be returned to the Administration of origin.

Article 29**Articles liable to customs duties**

1. Prints, small packets, and "Phonopost" articles liable to customs duties are accepted.
2. The same applies to letters containing dutiable articles when the country of destination has given its consent. However, each Administration has the right to limit its service of letters containing dutiable articles to registered letters.
3. Shipments of serums, vaccines, as well as urgently needed medicaments which are difficult to obtain, are accepted in all cases.

Article 30**Customs inspection**

The Postal Administration of the country of destination is authorized to submit to customs inspection, in accordance with its own legislation, the articles mentioned in Article 29 and, if necessary, to open them without further formality.

Article 31**Customs clearance fee**

Articles submitted for customs inspection in the country of destination may be assessed therefor, as a postal charge, a customs clearance fee of 60 centimes per article at most when they are found to be liable to customs duties. The amount of this fee may be raised to 1.50 francs for the articles mentioned in Article 16, § 2, second sentence, which exceed the weight limits prescribed in § 1 of the same Article.

Article 32**Customs duties and other charges**

The Postal Administrations are authorized to collect from the addressees of articles the customs duties and all other charges, if any.

Article 33**Articles free of charges and duties**

1. In relations between member-countries whose Postal Administrations have expressed their agreement to that effect, senders may, by means of a previous declaration at the office of origin, assume payment of all charges and duties with which the articles are encumbered upon delivery. As long as an article has not been delivered to the addressee, the sender may, subsequent to its mailing and upon payment of a fee of 60 centimes at the most, request that the article be delivered free of charges and duties. If the request is to be made by air mail or by telegraph, the sender must pay, in addition, the related air surcharge or telegraph charges.

2. In the cases referred to in § 1, the senders must bind themselves to pay such amounts as may be claimed by the office of destination and, if necessary, post a sufficient deposit.

3. The Administration of destination is authorized to collect a commission charge not to exceed 60 centimes per article. This charge is independent of the one prescribed in Article 31.

4. Any Administration has the right to limit the service of articles free of charges to registered articles.

Article 34

Cancellation of customs duties and other charges

The Postal Administrations undertake to intercede with the services concerned of their own country with a view to having the customs duties and other charges canceled on articles returned to origin, destroyed because of complete deterioration of their contents, or redirected to a third country.

Article 35

Inquiries and requests for information

1. Inquiries are accepted within the period of a year, counting from the day following the date of mailing of an article.

2. Requests for information made by an Administration are admissible and must be handled, on the sole condition that they reach the Administration concerned within 15 months from the date of mailing of the articles. Each Administration is bound to handle such requests for information within as short a period of time as possible.

3. Each Administration is bound to accept inquiries and requests for information concerning any article mailed in the services of other Administrations.

4. Unless the sender has already paid the special fee for a return receipt, each inquiry or each request for information may call for the collection of a fee of 60 centimes at most. The inquiries and requests for information are forwarded without further formality and always by the most rapid means (air or surface). If use of the telegraph service is requested, the cost of the telegram and, if necessary, the cost of the reply are collected in addition to the inquiry fee.

5. If the inquiry or the request for information relates to several articles mailed simultaneously at the same office by the same sender, addressed to the same addressee, only one fee is collected. However, if it is a question of registered articles which, at the request of the sender, had to be forwarded by different routes, a fee is collected for each of the routes utilized.

6. If the inquiry or request for information was made necessary through a fault of the service, the fee collected therefor is refunded.

CHAPTER II
REGISTERED ARTICLES

Article 36

Charges

1. The letter-post items designated in Article 15 may be sent registered.

2. The charge on any registered article must be paid in advance. It consists of:

- a) the ordinary postage on the article, according to its class;
- b) a fixed registration fee of 60 centimes at most.

3. In the case of prints addressed to the same addressee and for the same destination enclosed in one or more special sacks, Administrations may collect a total charge of 3 francs at most per sack, instead of the unit charge of 60 centimes at most prescribed in § 2, letter b).

4. The fixed registration fee applicable to the reply half of a reply-paid post card can be paid legally only by the sender of that half.

5. A receipt must be delivered free of charge to the sender of a registered article, at the time of mailing.

6. Postal Administrations of countries willing to assume the risks which might result from a case of "force majeure" (act of God, or circumstances beyond control) are authorized to collect a special fee of 40 centimes at most for each registered article.

7. Unprepaid or insufficiently prepaid registered articles which have been erroneously transmitted to the country of destination are liable to the charge prescribed in Article 22, § 1, based however, on the single amount of the deficient postage, to be paid either by the addressee, or by the sender in the case of undeliverable items.

Article 37

Return receipts

1. The sender of a registered article may request a return receipt by paying, at the time of mailing, a fixed fee of 40 centimes at most. This receipt is transmitted to him by air mail if he pays, in addition to the fixed fee mentioned above, an additional fee not exceeding the air surcharge corresponding to the weight of the form.

2. The return receipt may be requested subsequent to the mailing of the article within the period of one year and under the conditions established in Article 35. However, the corresponding air surcharge may be collected when the sender has expressed the desire that both transmittal of the request and return of the return receipt be by air.

3. When the sender makes inquiry about a return receipt which he failed to receive within the normal period of time, no collection is made either of a second fee or of the fee prescribed in Article 35 for inquiries and requests for information.

Article 38**Delivery to the addressee only**

1. In relations between Administrations which have agreed thereto, registered articles accompanied by a return receipt are, at the sender's request, delivered to the addressee in person; in such case, the sender pays a special fee of 20 centimes, or the fee collected in the country of origin for a request for delivery to the addressee only.

2. Administrations are bound to make two attempts to deliver such articles.

**CHAPTER III
RESPONSIBILITY****Article 39****Principle and extent of the responsibility of Postal Administrations**

1. Postal Administrations are responsible only for the loss of registered articles. Their responsibility is binding both for articles carried in open mails and for those carried in closed dispatches.

2. The sender is entitled, for such loss, to an indemnity whose amount is established at 25 francs per article; this amount may be increased up to 125 francs for each of the special sacks containing prints referred to in Article 16, §§ 2 and 3.

3. The sender has the option of renouncing this right in favor of the addressee.

Article 40**Non-responsibility of Postal Administrations**

1. Postal Administrations cease to be responsible for registered articles which they have delivered in accordance with either the conditions prescribed by their regulations covering articles of the same nature, or the conditions set forth in Article 12, § 3.

2. They are not responsible:

1) for the loss of registered articles:

- a) in case of "force majeure". The Administration in whose service the loss occurred must decide, in accordance with the legislation of its country, whether that loss is due to circumstances constituting a case of "force majeure"; those circumstances are made known to the Administration of the country of origin, if the latter requests it. However, the responsibility continues to rest with the Administration of the dispatching country which undertook to cover the risks of "force majeure" (Article 36, § 6);
- b) when, if proof of their responsibility has not been produced otherwise, they cannot account for the articles owing to the destruction of service records due to a case of "force majeure";

- c) when it is a question of articles whose contents fall within the scope of the prohibitions stipulated in Articles 16, §§ 8 and 11, letter c), and 28, § 1, and insofar as these articles were confiscated or destroyed by the competent authority because of their contents;
 - d) when the sender has not made any inquiry within the period of one year prescribed in Article 35;
- 2) for registered articles seized by virtue of the legislation of the country of destination.

3. Postal Administrations assume no responsibility for customs declarations, in whatever form these are made, and for the decisions made by the Customs services when checking letter-post items subject to customs inspection.

Article 41

Responsibility of the sender

1. The sender of a letter-post item is responsible, to the same extent as the Administrations themselves, for any damages caused to other postal articles as the result of sending articles that are not admissible for transportation, or for failure to meet the requirements for mailability, provided there was neither fault nor negligence on the part of the Administrations or the carriers.

2. Acceptance by the office of mailing of such an article does not relieve the sender of his responsibility.

3. If necessary, it devolves upon the Administration of origin to take action against the sender.

Article 42

Fixing of responsibility between Postal Administrations

1. Unless otherwise proved, responsibility for the loss of a registered article is incumbent upon the Administration which, having received the article without making any observation and having been furnished all of the required particulars for making an investigation, cannot establish either delivery to the addressee or regular transmission to another Administration, as the case may be.

2. An intermediate Administration or an Administration of destination is, until otherwise proved, and subject to the provisions of § 3, cleared of all responsibility:

- a) when it has observed the provisions of Article 3 of the Convention and of Articles 157, § 5, and 158, § 4, of the Regulations;
- b) when it can establish that it did not receive the inquiry until after the destruction of the service records relating to the article inquired about, because the period of retention prescribed in Article 108 of

the Regulations had expired; this reservation does not infringe upon the rights of the claimant.

3. However, if the loss occurred during transmission without it being possible to determine the country on whose territory or in whose service the loss occurred, the Administrations concerned bear the loss in equal shares.

4. When a registered article has been lost under circumstances of "force majeure", the Administration on whose territory or in whose service the loss occurred is not responsible therefor to the dispatching Administration unless both countries undertake to cover the risks resulting from the case of "force majeure".

5. Customs duties and other charges whose cancellation could not be obtained are borne by the Administrations responsible for the loss.

6. The Administration which effected payment of the indemnity is subrogated in the rights of the person who received it, up to the extent of the amount thereof, for any possible recourse either against the addressee, the sender, or third parties.

Article 43

Payment of indemnity

1. Subject to the right of redress from the Administration responsible, the obligation of paying indemnity is incumbent upon either the Administration of origin, or the Administration of destination in the case alluded to in Article 39, § 3.

2. This payment must take place as soon as possible, and, at the latest, within six months beginning the day following the date of the inquiry.

3. When the Administration upon which the payment devolves does not agree to cover the risks resulting from the case of "force majeure", and when, upon expiration of the period prescribed in § 2, the question of whether the loss is due to a case of that kind is not yet settled, it may, on an exceptional basis, postpone settlement of the indemnity beyond that period.

4. The Administration of origin or of destination, as the case may be, is authorized to indemnify the entitled party for the account of any other Administration participating in the transport which, having been duly notified, allowed five months to elapse without settling the matter and without making it known to the Administration of origin or destination, as the case may be, that the loss appeared to be due to a case of "force majeure".

Article 44

Reimbursement of the indemnity to the Administration which made payment

1. The Administration which is responsible, or on whose behalf payment is made in accordance with Article 43, is required to reimburse

to the Administration that effected payment, which is called the paying Administration, the amount of the indemnity actually paid to the entitled party; this payment must be made within four months from the date of transmission of the notification of payment.

2. If the indemnity is to be borne by several Administrations in accordance with Article 42, the entire indemnity due must be paid to the paying Administration, within the period mentioned in § 1, by the first Administration which, having duly received the article inquired about, cannot establish its regular transmission to the corresponding service. It is incumbent upon that Administration to recover from the other responsible Administrations whatever amount is due from each of them toward the indemnification of the party entitled thereto.

3. Reimbursement to the creditor Administration is effected in accordance with the rules for payment prescribed in Article 13.

4. When responsibility has been acknowledged, just as in the case specified in Article 43, § 4, the amount of the indemnity may likewise be recovered without further formality from the responsible Administration by means of any account whatsoever, either directly or through the intermediary of an Administration which regularly exchanges accounts with the responsible Administration.

5. The paying Administration can claim reimbursement of the indemnity from the responsible Administration only within the period of one year from the date of transmission of the notification of the payment to the entitled party.

6. The Administration whose responsibility is duly established and which at first declined payment of the indemnity must assume all the additional expenses resulting from the unjustified delay in making the payment.

7. Administrations may come to an agreement with one another to make periodical settlements of the indemnities which they have paid to the entitled parties and whose justification they have acknowledged.

Article 45

Possible recovery of the indemnity from the sender or from the addressee

1. If a registered article or part of such an article previously considered as lost is found after payment of the indemnity, the addressee and the sender are informed thereof; in addition, the latter, or by application of Article 39, § 3, the addressee, is notified that he may obtain possession of it within a period of three months upon repayment of the amount of the indemnity received. If during that period the sender or the addressee, as the case may be, does not claim the article, the same procedure is followed with regard to the addressee or the sender.

2. If the sender or addressee obtains possession of the article by repaying the amount of the indemnity, that amount is refunded to the

Administration or Administrations, as the case may be, which paid for the loss.

3. If the sender and the addressee waive acceptance of the article, the latter becomes the property of the Administration or Administrations, as the case may be, which paid for the loss.

4. When proof of delivery is established after the five-month period prescribed in Article 43, § 4, the indemnity paid remains charged to the intermediary Administration, or that of destination if the sum paid cannot be recovered, for any reason whatsoever, from the sender.

CHAPTER IV

ALLOCATION OF CHARGES. TRANSIT CHARGES

Article 46

Allocation of charges

Except in the cases expressly provided for by the Convention and the Agreements, each Administration retains the charges which it has collected.

Article 47

Transit charges

1. Subject to Article 48, closed mails exchanged between two Administrations or between two offices of the same country, through the services of one or more other Administrations (third services) are subject, for the benefit of each of the countries traversed or whose services participate in the conveyance, to the transit charges indicated in the table below. These charges are borne by the Administration of the country of origin of the dispatch. However, the transport charges between two offices of the country of destination are borne by that country.

Distances		Charges per gross kilogram
1	2	
fr c		
1° Territorial distances expressed in kilometers		
Up to 300 km		0. 10
Over 300 up to 600		0. 17
" 600 " 1,000		0. 24
" 1,000 " 1,500		0. 33
" 1,500 " 2,000		0. 42
" 2,000 " 2,500		0. 51
" 2,500 " 3,000		0. 60
" 3,000 " 3,800		0. 71
" 3,800 " 4,600		0. 83
" 4,600 " 5,500		0. 97
" 5,500 " 6,500		1. 11
" 6,500 " 7,500		1. 26
" 7,500 per each additional 1,000		0. 15
2° Maritime distances		
a) expressed in nautical miles	b) expressed in kilometers after conversion on the basis of 1 nautical mile=1.852 kilometers	
Up to 300 nautical miles . . .	Up to 556 km	0. 19
Over 300 up to 600	Over 556 up to 1,111 . . .	0. 27
" 600 " 1,000	" 1,111 " 1,852 . . .	0. 33
" 1,000 " 1,500	" 1,852 " 2,778 . . .	0. 38
" 1,500 " 2,000	" 2,778 " 3,704 . . .	0. 43
" 2,000 " 2,500	" 3,704 " 4,630 . . .	0. 47
" 2,500 " 3,000	" 4,630 " 5,556 . . .	0. 50
" 3,000 " 3,500	" 5,556 " 6,482 . . .	0. 53
" 3,500 " 4,000	" 6,482 " 7,408 . . .	0. 56
" 4,000 " 5,000	" 7,408 " 9,260 . . .	0. 60
" 5,000 " 6,000	" 9,260 " 11,112 . . .	0. 64
" 6,000 " 7,000	" 11,112 " 12,964 . . .	0. 69
" 7,000 " 8,000	" 12,964 " 14,816 . . .	0. 72
" 8,000	" 14,816	0. 76

2. Unless otherwise agreed upon, maritime conveyances effected directly between two countries by means of ships of one of them are considered as third services.

3. The distances used to determine transit charges in accordance with the table in § 1 are taken from the "List of kilometric distances relating to land routes for dispatches in transit" provided in Article 112, § 2, letter c), of the Regulations, when territorial distances are concerned, and from the "List of steamship lines" provided in Article 112, § 2, letter d), of the Regulations, when maritime distances are concerned.

4. Maritime transit begins at the time the dispatches are deposited on the pier serving the ship in the port of departure, and ends when they are delivered at the pier of the port of destination.

5. Missent dispatches are considered, with regard to the payment of the transit charges, as though they had followed their normal route; consequently, Administrations participating in the conveyance of said dispatches have no right to collect compensation therefor from the dispatching Administrations, but the latter are indebted for the related transit charges to the countries whose intermediary they use regularly.

Article 48

Exemption from transit charges

The articles exempted from postal charges, which are mentioned in Articles 8, 9, and 23, are exempt from all territorial or maritime transit charges.

Article 49

Extraordinary services

The transit charges specified in Article 47 do not apply to conveyance by means of extraordinary services especially established or maintained by an Administration at the request of one or more other Administrations. The conditions for that class of conveyance are established by mutual agreement between the Administrations concerned.

Article 50

Accounting of transit charges

1. The general accounting of the transit charges is effected annually on the basis of statistics taken once every three years during a period of fourteen days. That period is extended to twenty-eight days for dispatches exchanged less than six times a week by the services of any country. The Regulations establish the period and duration of application of the statistics.

2. When the annual balance between two Administrations does not exceed 25 francs, the debtor Administration is exempt from any payment.

3. Any Administration is authorized to submit for consideration by a board of arbitrators the results of statistics which, in its opinion, differ too greatly from reality. Such arbitration is effected as prescribed in Article 126 of the General Regulations.

4. The arbitrators have the right to determine, in a fair and reasonable manner, the proper amount of transit charges to be paid.

Article 51

Exchange of closed mails with military vessels or aircraft

1. Closed mails may be exchanged between the post offices of any of the member-countries and the commanding officers of naval or air divisions or of warships or warplanes of the same country stationed abroad, or between the commanding officer of one of those naval or air divisions or of one of those warships or warplanes and the commanding officer of another division or of another warship or warplane of the same country through the intermediary of the territorial or maritime services of other countries.

2. Letter-post items included in such dispatches must be exclusively addressed to or be sent by the officers and crews of the ships or planes of destination or origin of the dispatches. The rates and conditions of dispatch applicable to such items are determined, in accordance with its regulations, by the Postal Administration of the country to which the ships or planes belong.

3. Unless there is a special agreement, the Administration of the country to which the warships or warplanes belong is indebted to intermediate Administrations for the transit charges of the dispatches, computed in accordance with Article 47.

THIRD PART

Air transport of letter-post items

CHAPTER I

GENERAL PROVISIONS

Article 52

Items accepted for air transport

1. All letter-post items are accepted for air transport and are then termed "air-mail correspondence".

2. Moreover, each Administration has the option of accepting for air transport the aerogrammes defined in Article 53.

Article 53 Aerogrammes

1. An aerogramme is composed of a sheet of paper suitably folded and sealed, whose dimensions, under that form, must be those of post cards. The front of the sheet, thus folded, is reserved for the address, and bears obligatorily the printed notation "Aerogramme" and, optionally, an equivalent notation in the language of the country of origin. The aerogramme must not contain any object. It may be sent registered if the regulations of the country of origin permit it.
2. Each Administration establishes, within the limits defined in § 1, the conditions for the issue, manufacture, and sale of aerogrammes.
3. Air-mail correspondence, mailed as aerogrammes but which does not meet the conditions set forth above, is handled in accordance with Article 57. However, Administrations have the option of transmitting it in all cases by surface means.

Article 54

Surcharged and unsurcharged air-mail correspondence

1. Air-mail correspondence is subdivided, with regard to postage rates, into surcharged air-mail correspondence and unsurcharged air-mail correspondence.
2. In principle, air-mail correspondence is subject, in addition to the rates authorized by the Convention and the various Agreements, to air transport charges; the mail matter referred to in Articles 8 and 9 is liable to the same surcharges. All such correspondence is termed surcharged air-mail correspondence.
3. Administrations have the option of not collecting any air transport surcharge, provided that they inform the Administrations of the countries of destination thereof; articles accepted under such conditions are termed unsurcharged air-mail correspondence.
4. With the exception of correspondence from the International Bureau, articles relating to the postal service which are mentioned in Article 23, are not subject to air surcharges.
5. Aerogrammes, as described in Article 53, are subject to a charge equal at least to that which is applicable, in the country of origin, to an unsurcharged letter of the first weight unit.

Article 55

Surcharges or combined charges

1. The Administrations establish air-mail surcharges to be collected for forwarding. They have the option of accepting, for the establishment of surcharges, weight units less than those prescribed in Article 16. However, the surcharges must be closely related to the transport charges and, as a general rule, their proceeds must not exceed, in the aggregate, the charges to be paid for such transport.

2. The surcharges must be uniform for the entire territory of one and the same country of destination, regardless of the route used.

3. The Administrations can establish combined charges for the prepayment of air-mail correspondence.

4. Surcharges must be paid at the time of mailing.

5. The surcharge due for the return of the "reply" half of a reply-paid post card must be paid when that half is returned.

6. Each Administration is authorized to take into account, for the calculation of the surcharge applicable to air-mail correspondence, the weight of any forms, for use by the public, which may be attached.

Article 56

Methods of prepayment

1. In addition to the methods prescribed in Article 20, prepayment of air-mail correspondence may be represented by a handwritten notation, in figures, of the sum collected, expressed in the currency of the country of origin, as, for example, "Taxe perçue (Postage collected) : dollars cents". That notation may appear either in a special stamp impression or on a special sticker or label, or, again, it may simply be noted, in any manner, on the address side of the article. In all cases, the notation must be authenticated by the date stamp of the office of origin.

Article 57

Unprepaid or insufficiently prepaid surcharged air-mail correspondence

1. Unprepaid or insufficiently prepaid air-mail correspondence whose deficiency cannot possibly be corrected by the senders, is handled as follows:

- a) in case of the total absence of postage, surcharged air-mail correspondence is handled in accordance with the provisions of Articles 19 and 22; articles whose prepayment is not obligatory at the time of mailing are forwarded by the means of transport normally used;
- b) in case of insufficient postage, surcharged air-mail correspondence is transmitted by air if the postage paid represents at least the amount of the air surcharge; however, the Administration of origin has the option of transmitting such articles by air even when the postage paid represents only 75% of the surcharge or of the combined charge. Under this limit, Articles 19 and 22 are applicable.

2. If the amount of postage to be collected has not been indicated by the Administration of origin, the Administration of destination has the option of delivering, without collecting any charge, insufficiently prepaid air-mail correspondence whose prepayment represents, at least, the postage for ordinary (i.e., surface) transport.

Article 58**Routing**

1. Administrations which use air communications for the conveyance of their own air-mail correspondence are bound to forward by those same communications the surcharged air-mail correspondence which reaches them from other Administrations; the same applies to unsurcharged air-mail correspondence provided that the available capacity of the planes permits it and the Administration of origin requests it.

2. Administrations of countries which do not have an air service available forward the air-mail correspondence by the most rapid means utilized by the postal service; the same applies if, for any reason, forwarding by surface means offers advantages over the use of air lines.

3. Closed air-mail dispatches must be forwarded via the route requested by the Administration of the country of origin, provided that this route is used by the Administration of the country of transit for the transmission of its own dispatches. If that is not possible, or if there is not sufficient time for the transfer, the Administration of the country of origin must be so informed.

Article 59**Conduct of operations at airports**

The Administrations take all necessary measures with a view to providing the best conditions for the receipt and onward transmission of the air-mail dispatches brought to their airports.

Article 60**Customs examination of air-mail correspondence**

Administrations take all necessary steps with a view to expediting the operations relative to the customs examination of air-mail correspondence addressed to their country.

Article 61**Delivery**

Air-mail correspondence must be included in the first delivery which follows its arrival at the office of delivery.

Article 62**Redirection or return to origin of air-mail correspondence**

1. In principle, all air-mail correspondence addressed to an addressee who has changed residence is redirected to its new destination by the means of transport normally used for unsurcharged correspondence. Those same means of transport are used for the return

to origin of undeliverable air-mail correspondence and of that which, for any reason whatsoever, has not been delivered to the addressees.

2. At the express request of the addressee (in case of redirection), or of the sender (in case of return to origin), and if the party concerned binds himself to pay the surcharges or the combined charges due for the new transmission or if these surcharges or combined charges are paid at the forwarding office by a third person, the correspondence in question may be forwarded by air mail; in the first two cases, the surcharge or the combined charge is collected, in principle, at the moment of delivery and is retained by the delivering Administration.

3. Correspondence originally forwarded by ordinary (i.e., surface) means may be redirected by air, under the conditions set forth in § 2.

4. Forwarding envelopes and collective envelopes are forwarded to the new destination by means of the transport normally used for unsurcharged correspondence, unless the surcharge or the combined charge is paid in advance at the forwarding office, or the addressee or sender, as the case may be, assumes the surcharges or the combined charges for the new air transmission in accordance with the provisions of § 2.

CHAPTER II

REMUNERATION FOR AIR TRANSPORT

Article 63

General Principles

1. The air transport charges for closed air-mail dispatches are borne by the Administration of the country of origin of those dispatches.

2. Any Administration which carried out the air transport of air-mail dispatches or of air-mail correspondence in transit in open mail as an intermediary is entitled to a remuneration for such transport; the same rule is applicable to air-mail dispatches and to air-mail correspondence in transit in open mail which are missent or exempt from transit charges.

3. The remuneration for transport prescribed in § 2 must, for one and the same route, be uniform for all the Administrations which use that route without participating in the operating costs of the air service or services which serve the route.

4. Unless there is an agreement providing for gratuity, any Administration of destination which carries out the air transport of mail to the interior of its own country is entitled to a remuneration for such transport. This remuneration must be uniform for all the air-mail dispatches originating abroad, whether or not such mail is given onward transmission by air.

5. Unless there is a special agreement between the Administrations concerned, Article 47 applies to air-mail correspondence for any possible transmission by land or sea; however, the following operations do not call for any payment of transit charges:

- a) the transfer of air-mail dispatches between two airports serving one and the same city;
- b) the transport of such dispatches between an airport serving a city and a warehouse situated in that same city, and the return of those same dispatches with a view to their onward transmission.

Article 64

Basic rates and calculation of remuneration relative to closed dispatches

1. The basic rates to be applied in the settlement of accounts between Administrations for air transport are established per gross kilogram and per kilometer; those rates, specified below, are applied proportionally to fractions of a kilogram:

- a) for LC articles (letters, aerogrammes, post cards, money orders, C.O.D. money orders, collection orders, insured letters and boxes, notices of payment, notices of entry and return receipts): 3 thousandths of a franc at the most; however, that basic rate is increased to 4 thousandths of a franc at the most for LC articles conveyed by lines whose transportation rate in force on July 1, 1952, exceeded 3 thousandths of a franc;
- b) for AO articles (articles other than LC articles), including "Phonopost" articles: 1 thousandth of a franc at the most.

2. Remuneration for the air transport of air-mail dispatches is calculated according to the actual basic rates (included within the limit of the basic rates established in § 1 and the distances in kilometers mentioned in the "List of air-mail distances" referred to in Article 203, § 1, letter b), of the Regulations, on the one hand, and according to the gross weight of such dispatches, on the other; no account is taken of the weight of the collective sacks, if any.

3. Remuneration due for air transport to the interior of the country of destination, if such takes place, is established in the form of rates per unit for each of the two categories, LC and AO. Those rates are calculated on the basis of the rates prescribed in § 1 and according to the weighted average distance of the routes traversed by the international mail on the domestic network. The weighted average distance is determined in terms of the gross weight of all the air-mail dispatches that reach the country of destination, including mail which is not forwarded by air to the interior of said country.

4. The amount of the remuneration referred to in § 3 cannot exceed in the aggregate that which must actually be paid for the transport.

5. The domestic and international air transport rates, obtained by multiplying the actual basic rate by the distance, which are used to calculate the remuneration referred to in §§ 2 and 3, are rounded off to the higher or lower tenth (of a franc), depending on whether or not the number formed by the figure of hundredths and that of thousandths exceeds 50.

Article 65

Calculation of and accounting for remuneration for air transport of air-mail correspondence in transit in open mail

1. Remuneration for the air transport of air-mail correspondence in transit in open mail is calculated, in principle, as is indicated in Article 64, § 2, but according to the net weight of the correspondence; the total amount of the remuneration for transport is, in such case, increased by 5%. However, when the territory of the country of destination of such correspondence is served by one or more lines making several stops on that territory, the remuneration for transport is calculated on the basis of a weighted average rate, determined by taking into account the tonnage of the mail unloaded at each stop.

2. The intermediate Administration, however, has the right to calculate the charges for the transport of correspondence in open mail on the basis of a certain number of average rates, not to exceed 20, each of them, relating to a group of countries of destination, to be determined by taking into account the tonnage of the mail unloaded at the various destinations of that group. The amount of those charges cannot exceed, in the aggregate, those which must be paid for the transport.

3. The accounting of the remuneration due for air transport of air-mail correspondence in transit in open mail is done, in principle, on the basis of the data in statistical statements compiled once every six months during a period of fourteen days.

4. However, the intermediate Administration is entitled to payment on the basis of the actual weight in cases involving missent correspondence, deposited on board vessels or transmitted to that Administration with irregular frequency or in widely varying quantities.

Article 66

Payment of amounts due

1. Aside from the exceptions mentioned in §§ 2 and 3, the remuneration due for the air transport of air-mail dispatches is payable to the Administration of the country having jurisdiction over the air service utilized.

2. By exception to § 1, transport charges may be paid to the Administration of the country in which is located the airport where those dispatches were taken in charge by the air carrier, subject to an agreement between this Administration and that of the country having jurisdiction over the air service concerned.

3. By exception to § 1, the Administration that delivers air-mail dispatches to an air carrier may settle directly with said carrier the remuneration for transport over part or all of the route, subject to the agreement of the Administration having jurisdiction over the air services utilized, and if appropriate, to the agreement of the intermediate Administrations.

4. Any Administration which delivers air-mail correspondence in transit in open mail to another Administration must pay that Administration, in full, the transport charges for the entire subsequent transmission by air.

Article 67

Payment for the air transport of diverted dispatches

1. The Administration of origin of a diverted dispatch must pay the remuneration for the transport of that dispatch to the airport of unloading originally prescribed in the AV 7 List.

2. It also pays the reforwarding charges relating to the segments actually covered subsequently by the dispatch in order to reach its destination.

3. Supplementary charges relating to the subsequent segments covered by the diverted mail are reimbursed as follows:

- a) by the Administration whose services made the misrouting error;
- b) by the Administration which collected the payments made to the airline which effected the unloading at a place other than that indicated on the AV 7 List.

Article 68

Payment for air transport of mail lost or destroyed

In the event of loss or destruction of mail as a result of an aircraft meeting with an accident, or through any other cause involving the responsibility of the air carrier, no transport charge is due, on the mail which is lost or destroyed, for any part of the flight of the line used.

FOURTH PART

Final Provisions

Article 69

Conditions of approval of the propositions concerning the Convention and its Regulations of Execution

1. In order to become executory, propositions submitted to the Congress relating to this Convention and its Regulations must be approved by a majority of the member-countries present and voting. Half of the member-countries represented at the Congress must be present when the vote is taken.

2. In order to become executory, propositions introduced between two Congresses and relative to this Convention and its Regulations must receive:

- a) a unanimous vote, in cases of modifications in Articles 1 through 14 (First Part), 15, 16, 19, 22, 23, 36, 37, 39 through 51 (Second Part), 69 and 70 (Fourth Part), of the Convention, in all Articles of its Final Protocol and in Articles 102 through 104, 105, § 1, 127, 161, 165, 175, 176, and 204 of its Regulations;
- b) two-thirds of the votes in cases of modifications of substance in provisions other than those mentioned under letter a);
- c) a majority of votes in cases of:
 - 1) modifications of an editorial nature in the provisions of the Convention and its Regulations, other than those mentioned under letter a);
 - 2) an interpretation of the provisions of the Convention, its Final Protocol and its Regulations, aside from the case of disagreement to be submitted to the arbitration provided in Article 32 of the Constitution.

Article 70

Effective date and duration of the Convention

The present Convention shall become effective on January 1, 1966, and shall remain in force until the effective date of the Acts of the next Congress.

In witness whereof, the Plenipotentiaries of the Governments of the member-countries have signed the present Convention in a single copy, which shall be deposited in the Archives of the Government of the headquarters-country of the Union. A copy of it shall be delivered to each Party by the Government of the host-country of the Congress.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458-1473.]

FINAL PROTOCOL OF THE UNIVERSAL POSTAL CONVENTION

At the time of signing the Universal Postal Convention concluded on this date, the undersigned Plenipotentiaries agreed to the following:

Article I**Ownership of postal articles**

1. Article 4 does not apply to the Commonwealth of Australia, Canada, the Republic of Cyprus, Ghana, the United Kingdom of Great Britain and Northern Ireland, the overseas Territories for whose international relations the Government of the United Kingdom and Northern Ireland is responsible, Ireland, Jamaica, Kuwait, Malaysia, the Federal Republic of Nigeria, New Zealand, Uganda, the United Arab Republic, Sierra Leone, the United Republic of Tanganyika and Zanzibar, Trinidad and Tobago, the Arab Republic of Yemen, and the Socialist Federated Republic of Yugoslavia.

2. Nor does that Article apply to Denmark, whose legislation does not permit withdrawals of, or changes of address on, letter-post articles at the request of the sender, after the addressee has been notified of the arrival of an article addressed to him.

Article II**Exception to the exemption from postage for cecograms
(raised prints for use by the blind)**

By exception to Articles 9 and 16, member-countries which do not grant exemption from postage for cecograms (raised prints for use by the blind) in their domestic service, have the option of charging the rates mentioned in Article 9 which, however, may not exceed those of their domestic service.

Article III**Equivalents. Maximum and minimum limits**

1. Each member country has the option of increasing by 60 percent or of reducing by 20 percent, at most, the postage rates prescribed in Article 16, Section 1, in accordance with the indications of the following table:

Articles 1	Rates	
	Maximum limits 2	Minimum limits 3
	c	c
Letters:		
First weight unit	40	20
Each additional unit	24	12
Post Cards:		
Single	24	12
With reply card	48	24
Prints:		
First weight unit	19. 2	9. 6
Each additional unit	9. 6	4. 8
Cecograms (raised print for use by the blind)		
Samples of merchandise:		
First weight unit	19. 2	9. 6
Each additional unit	9. 6	4. 8
Minimum rate.	40	20
Small packets, each 50 grams	19. 2	9. 6
Minimum rate.	80	40
"Phonopost" articles each 50 grams	32	16

2. The rates decided upon must, as far as possible, be in the same ratio to one another as the basic rates, each Postal Administration having the option of rounding off its rates higher or lower, as the case may be, depending on which is more convenient with regard to its monetary system.

Article IV

Exceptions to the application of the rate for prints and samples of merchandise

1. By exception to Article 16, member-countries have the right not to apply to prints and samples of merchandise the rate established for the first weight unit, and to apply to that unit a rate of 6 centimes; but they may apply to samples of merchandise a minimum rate of 12 centimes. When prints and samples of merchandise are grouped in a single item the rate paid must be the minimum rate for samples of merchandise.

2. As an exception, member-countries are authorized to bring the international rate for prints and samples of merchandise up to the rates prescribed by their legislation for articles of the same kind in the domestic service.

Article V
Avoirdupois ounce

By exception to Article 16, Section 1, table, member-countries which, because of their domestic regulations, cannot adopt the decimal metric system of weights, have the option of substituting therefor the avoirdupois ounce (28.3465 grams), considering one ounce as 20 grams for letters and 2 ounces as 50 grams for prints, samples of merchandise, small packets, and "Phonopost" articles.

Article VI
Small packets

The obligation to operate the small packet service does not apply to member-countries which find it impossible to introduce this service.

Article VII
Exception to the provisions concerning prints

By exception to the provisions of Articles 16, Sections 2 and 3; 20, Section 2; and 39, Section 2, and inasmuch as articles of prints exceeding the weight limit of 3 kilograms or 5 kilograms respectively are not accepted in the domestic service of Ethiopia, articles of this nature are also inadmissible in the international letter-post service of this country, irrespective of the method of dispatch, whether in ordinary sacks or in specially labeled sacks.

Article VIII

Exception to the inclusion of items of value in registered letters

By exception to the provisions of Article 16, Section 8, the Postal Administrations of the Argentine Republic, the United States of Brazil, Chile, El Salvador, India, Mexico, Pakistan, Peru, the United Arab Republic, and the Republic of Venezuela are authorized not to allow the items of value mentioned in said Section 8 in registered letters.

Article IX
Mailing of letter-post items abroad

No member-country is bound to forward or deliver to addressees letter-post items which any senders domiciled on its territory mail or cause to be mailed in a foreign country with a view to benefiting from the lower rates which exist there; the same applies to articles of this kind mailed in large quantities, whether such mailings are made with a view to benefiting from lower rates or not. The rule applies without distinction either to articles prepared in the country inhabited by the sender and then transported across the border, or to articles prepared in a foreign country. The Administration concerned has the right either to return the articles in question to origin or to charge

them with its domestic rates. The methods of collecting the charges are left to its discretion.

Article X

International reply coupons

By exception to Article 24, § 1, Postal Administrations have the option of not undertaking the sale of international reply coupons or of limiting their sale.

Article XI

Withdrawal. Change or correction of address

The provisions of Article 26 do not apply to the Republic of South Africa, the Commonwealth of Australia, Burma, Canada, the United Kingdom of Great Britain and Northern Ireland, the Overseas Territories for whose international relations the Government of the United Kingdom of Great Britain and Northern Ireland is responsible, Ireland, Jamaica, Kuwait, Malaysia, the Federal Republic of Nigeria, New Zealand, Uganda, Sierra Leone, the United Republic of Tanganyika and Zanzibar, and Trinidad and Tobago, whose legislation does not permit the withdrawal of and change of address on letter-post items at the request of the sender. Nor does this Article apply to India with respect to changes of address on letter-post items. Moreover, the Argentine Republic does not comply with requests for withdrawals or changes of address originating in countries that have made reservations regarding Article 26.

Article XII

Charges other than postage

1. Member-countries whose domestic service rates other than the postage prescribed in Article 16 exceed those established in the Convention are authorized to apply them also in the international service.

2. By exception to Article 36, Section 3, the Postal Administrations of the Argentine Republic, the Republic of Cuba, Peru, and the Philippines are authorized not to accept prints dispatched in special registered sacks. Consequently, the special indemnity prescribed for such dispatches in Article 39, Section 2, cannot be claimed from the Administrations mentioned.

Article XIII

Special transit charges for the Trans-Siberian and Trans-Andean routes

1. The Postal Administration of the Union of Soviet Socialist Republics is authorized to collect an extra charge of 1 franc and 30 centimes in addition to the transit charges mentioned in Article 47, Section 1, (1) Territorial distances, for each kilogram of letter-post items conveyed in transit by the Trans-Siberian Railway.

2. The Postal Administration of the Argentine Republic is authorized to collect an extra charge of 30 centimes in addition to the transit charges mentioned in Article 47, § 1, 1° Territorial distances, for each kilogram of letter-post items conveyed in transit by the Argentine section of the Trans-Andean Railway.

Article XIV

Special transit conditions for Afghanistan

By exception to Article 47, Section 1, the Postal Administration of Afghanistan is authorized temporarily, because of the special difficulties which it faces with regard to its transportation and communication facilities, to effect the transit of closed mails and correspondence in open mail across its country under conditions specially agreed upon between itself and the Administrations concerned.

Article XV

Special storage charges at Aden

As an exception, the Postal Administration of Aden is authorized to collect a charge of 40 centimes per sack for all dispatches stored at Aden, provided that said Administration does not receive any remuneration for the territorial or maritime transit of such dispatches.

Article XVI

Exceptional air surcharge

In consideration of the special geographic position of the USSR, the Postal Administration of that country reserves to itself the right to apply a uniform surcharge over the entire territory of the USSR, for all the countries of the world. This surcharge shall not exceed the actual costs occasioned by the conveyance, by air, of letter-post articles.

Article XVII

Compulsory routing indicated by the country of origin

The Socialist Federated Republic of Yugoslavia will recognize only the costs for the transport effected in accordance with the provisions concerning the line indicated on the sack labels (AV 8) of the air-mail dispatch.

In testimony whereof, the undersigned Plenipotentiaries have drawn up the present Protocol, which will have the same force and validity as though its provisions were included in the text of the Convention itself, and have signed it in a single copy, which shall be deposited in the Archives of the Government of the headquarters-country of the Union. A copy of it shall be delivered to each Party by the Government of the host-country of the Congress.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458-1473.]

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REGULATIONS OF EXECUTION OF THE UNIVERSAL POSTAL CONVENTION

The undersigned, on the basis of Article 22, § 5, of the Constitution of the Universal Postal Union, have, in the name of their respective Postal Administrations, drawn up by mutual agreement the following measures in order to ensure the execution of the Universal Postal Convention:

FIRST PART General Provisions

CHAPTER I

RULES APPLICABLE IN COMMON THROUGHOUT THE INTERNATIONAL POSTAL SERVICE

Article 101

Preparation and settlement of accounts

1. Each Administration prepares its accounts and submits them to its correspondents in duplicate. One of the accepted copies, possibly modified or accompanied by a statement of differences, is returned to the creditor Administration. That account serves as basis for the preparation of the final balancing of accounts, if any, between the two Administrations.

2. In the total of every account drawn up in gold francs, the centimes are ignored.

3. In accordance with the provisions of Article 112, § 5, of the General Regulations, the International Bureau arranges for the settlement of accounts of every kind pertaining to the international postal service. For that purpose, the Administrations concerned consult one another and the Bureau, and determine the manner of settlement. Accounts of the telecommunications services may also be included in those special accounts.

Article 102

Payment of the amounts due in gold. General provisions

1. Subject to the provisions of Article 13 of the Convention, the rules for payment prescribed below are applicable to all the amounts due which are expressed in gold francs and stem from a postal traffic, whether they result from general accounts or statements made up by the International Bureau, or from accounts or statements prepared without its intervention; they likewise apply to the settlement of differences, interest, or of payments on account, if any.

2. Every Administration is free to pay off its debts by means of payments on account paid in advance, the amount of which is applied to its debts after these have been determined.

3. Any Administration may settle by setoff postal obligations of the same or various kinds expressed in gold, to its credit and to its debit, in its relations with another Administration, provided that the periods for payment are observed. The setoff may be extended by mutual agreement to the obligations of the telecommunications services when both Administrations carry out postal and telecommunications services. A setoff with credits resulting from traffic delegated to an organization or company under the supervision of a Postal Administration cannot be made if that Administration is opposed thereto.

Article 103

Rules for payment

1. The sums due are paid by the debtor Administration to the creditor Administration in an amount equivalent to their value, in accordance with the rules laid down below.

2. The Administrations concerned may pay off their debts in gold metal or agree on a special medium; they may likewise use the intermediary of a bank using the clearing facilities of the Bank of International Settlements in Basel, or finally, conform to the special monetary agreements existing between the countries under whose jurisdiction they come.

3. In lieu of such procedures for payment, the debtor Administration transmits funds by check, draft, transfer, or deposit assigned to a place in the creditor country, or in currency. The postal transfer free of charges may also be used. This also applies to postal money orders when very small sums are involved (100 francs or less).

4. The transfer of funds referred to in § 3 is effected:

- a) in principle, in a gold-based currency, that is to say, the currency of a country where the central bank of issue or another official issuing institution buys and sells gold against the national currency at fixed rates established by law or by virtue of an agreement with the Government. If the currencies of several countries meet those conditions, it is incumbent upon the creditor country to designate the currency which suits it best;
- b) if the creditor agrees thereto, in its own currency or in any other.

5. When the payment currency does not meet the definition of gold-based currency, consideration should be given to the fact whether it can be converted into gold, either directly (special agreement between the countries concerned—equivalent established by the International Monetary Fund—domestic law—agreement between the Government and an official issuing institution), or through the intermediary of a gold-based currency to which it is tied by a constant relationship. The conversion is made in accordance with the gold equivalent determined upon under those circumstances and recognized by both Parties.

6. When the payment currency cannot be converted into gold, conversion of the gold debt into that currency is effected in accordance with the official or bank rates of exchange prevailing in the debtor country on the day of the transaction or on the preceding day. For that purpose, the amount due is evaluated in gold-based currency in accordance with the fixed parity of that currency, then computed in currency of the debtor country, and finally converted into the currency chosen.

7. However, if by reason of slight discrepancies in the rates of exchange existing between the places, the amount of the settlement effected in accordance with the provisions of §§ 5 or 6 differs by more than 0.5 percent below or above that which would be obtained by applying the rates of exchange prevailing the same day in the creditor country, the settlement must be corrected by a supplementary transaction for the part exceeding 0.5 percent.

8. As for losses and profits exceeding 5 percent resulting from a decrease or increase in the parity of a gold-based currency or of the equivalent of a currency which can be converted into gold, occurring up to and including the date of receipt of the instrument of payment (the notice of credit or of funds in case of payment without instrument), they are shared equally between the two Administrations. However, in case of an unjustified delay of more than four working days, not including the date of issue, in the sending of an instrument of payment issued, or of more than four working days, not including the date of the order of deposit or transfer, in the transmission of such order to the bank, the debtor Administration alone is responsible for losses; if the delay results in profit, half of that profit must be credited to the debtor Administration. The period for the settlement of differences begins with the date of receipt of the instrument, notice of credit, or of the funds.

9. The rules of § 8 are applied when a payment takes place in gold-based currency or in currency which can be converted into gold if the parity or the equivalent utilized by the debtor Administration for its calculations are no longer valid at the time of cashing by the creditor Administration, except when it is a question of the currency of this latter Administration. They are likewise followed if payment is made in another currency when a notable variation has occurred during the same interval (more than 5 percent) in the various par or market prices utilized for the conversion, except in case of a rise or fall resulting from the revaluation or devaluation of the currency of the creditor country.

10. When the amount of the sum due exceeds 5,000 francs, the date of purchase, that of transmission, and the amount of the instrument of payment, or the date of the order and the amount of the transfer or deposit, must be notified by telegram, at its expense, to the creditor Administration, if the latter has requested it.

11. The costs of payment (taxes, clearing charges, fees, commissions, etc.) incurred in the debtor country are borne by the debtor Administration. The costs incurred in the creditor country, including the fees charged by intermediate banks in third countries, are borne by the creditor Administration, unless it is possible to cancel them or to reduce them by conforming to the instructions furnished by that Administration.

12. Payment must be made as speedily as possible and, at the latest, before the expiration of a period of four months, counting from the date of receipt of the general or individual liquidation accounts, accounts or statements arrived at by mutual agreement, notifications, requests for payments on account, etc., indicating the sums or balances to be settled; after that period has elapsed, the sums due bear interest at the rate of 5 percent per annum. By payment is understood the transmission of the funds or of the instrument of value (check, draft, etc.), or the drawing up of the order of transfer or deposit to the organization charged with the transfer in the debtor country.

13. When the creditor Administration has not informed sufficiently in advance for the period of payment to be observed, and at the latest three weeks prior to the expiration of that period, that it wishes to modify the conditions for settlement accepted by mutual agreement (§ 4, letter b), the debtor Administration is authorized to pay off its debt in the currency used for the last payment of a debt of the same kind.

Article 104 Fixing of equivalents

1. The Administrations establish the equivalents of the postal charges and fees prescribed by the Convention and Agreements, as well as the selling price of international reply coupons, after agreement with the International Bureau which is responsible for making them known. For that purpose, each Administration must inform the International Bureau of the coefficient of conversion of the gold franc into the currency of its country. The same procedure is followed in case of a change of equivalents.

2. The equivalents or changes of equivalents can enter into force only on the first of a month and, at the earliest, fifteen days after they have been made known by the International Bureau.

3. The International Bureau publishes a digest indicating, for each country, the equivalents of the charges and fees, the coefficient of conversion, and the selling price of the international reply coupons mentioned in § 1, showing the percentage of increase or decrease, if any, made in the rates applied by virtue of Article III of the Final Protocol of the Convention.

4. Monetary fractions resulting from the additional charge applicable to insufficiently prepaid letter-post items may be rounded off

by the Administrations which collect such a charge. The sum to be added on that account cannot exceed the value of 5 centimes.

5. Each Administration notifies the International Bureau directly of the equivalent established by it for the indemnities prescribed in Article 39 of the Convention.

Article 105

Postage stamps. Notification of issues and exchange between Administrations

1. Each new issue of postage stamps is made known by the Administration concerned to all the other Administrations through the intermediary of the International Bureau, with the necessary information.

2. The Administrations exchange, through the intermediary of the International Bureau, a collection of their postage stamps, in triplicate.

Article 106

Postal identity cards

1. Each Administration designates the offices or services which issue postal identity cards.

2. These cards are made up on forms conforming to Form C 25 hereto appended, which are furnished by the International Bureau.

3. At the time of the application, the applicant submits his photograph and furnishes proof of his identity. The Administrations enact the necessary measures to insure that the cards are issued only after a thorough investigation of the applicant's identity.

4. The postal employee enters this application in a register; fills in all the information called for by the form, in Latin characters, by hand in ink or by typewriter, without erasures or writing over words, and affixes the photograph on the form at the designated place; then he applies, half on this photograph and half on the card, a postage stamp representing the charge collected, which he cancels by means of a very clear impression of the date stamp. He then affixes the impression of that same stamp, or that of an official seal, in such a manner that it appears both on the upper part of the photograph and on the card; finally, he reproduces that impression on the third page of the card, signs the latter, and delivers it to the party concerned after having obtained his signature.

5. Each country retains the right to issue cards of the international service in accordance with the rules applicable to cards in use in its domestic service.

6. Administrations may attach to the Form C 25 a leaflet on which to put any special notations required by their domestic service.

Article 107

Distant countries or those considered as such

1. Countries between which the fastest transit time by surface means exceeds 10 days, as well as those between which the average frequency of the mails is less than twice per month, are considered as distant countries.

2. Countries of very great extent, or whose domestic means of communication are but little developed, are, for matters where such factors play a decisive part, considered as distant countries, insofar as the periods described by the Convention and Agreements are concerned.

Article 108

Period of retention of documents

1. The documents of the international service must be kept for a minimum period of eighteen months, counting from the day following the date to which those documents refer.

2. Documents concerning a dispute or a claim must be kept until the matter is settled. If the complaining Administration, duly informed of the conclusions of the investigation, allows six months to elapse from the date of the communication without formulating any objections, the matter is considered closed.

Article 109

Telegraphic addresses

1. For telegraphic communications which they exchange with one another, the Administrations use the following telegraphic addresses:

- a) "Postgen" for telegrams intended for the central Administrations;
- b) "Postbur" for telegrams intended for post offices;
- c) "Postex" for telegrams intended for exchange offices.

2. Those telegraphic addresses are followed by the indication of the locality of destination and any other precise information deemed necessary, if called for.

3. The telegraphic address of the International Bureau is "UPU Berne".

4. The telegraphic addresses indicated in §§ 1 to 3, and supplemented, depending on circumstances, by the indication of the dispatching office also serve as signature for the telegraphic communications.

Article 110
Postal telegraphic code

Administrations which desire to use the postal telegraphic code, either in both directions or incoming only, must make this known to the International Bureau, which notifies all the Administrations thereof.

CHAPTER II
**INTERNATIONAL BUREAU. INFORMATION TO BE FURNISHED.
PUBLICATIONS**

Article 111

**Communication and information to be transmitted to the
International Bureau**

1. The Administrations must make known or transmit to the International Bureau:

- a) their decision with regard to the option of applying or not applying certain general provisions of the Convention and its Regulations;
- b) the notation which they have adopted, by application of Article 178, § 3, as an equivalent for the expression "Taxe perçue" or "Port payé" (Postage collected or Postage paid);
- c) the reduced rates which they have adopted by virtue of Article 8 of the Constitution, and indication of the relations to which such rates are applicable;
- d) the extraordinary transportation charges collected by virtue of Article 49 of the Convention, as well as a list of the countries to which those charges apply and a designation of the services, if any, which give rise to their collection;
- e) the necessary information concerning the customs or other regulations, as well as the prohibitions or restrictions governing the importation and transit of mail matter in their services;
- f) the number of customs declarations, if any, required for articles subject to customs inspection which are addressed to their country, and the languages in which those declarations or "Douane" (Customs) labels may be drawn up;
- g) information as to whether or not they allow, in articles prepaid at the letter rate, items liable to customs duties;
- h) a list of the distances in kilometers for the land routes followed in their country by dispatches in transit;
- i) a list of the steamship lines whose ships sail from their ports and are used for the conveyance of mails, with indication of the routes, distances, and time required for the transit between the port of

loading and each of the successive ports of call, frequency of the service, and the countries to which the maritime transit charges must be paid in case the ships are used;

- j) their list of distant countries and countries considered as such;
- k) pertinent information concerning their organization and their domestic services;
- l) their domestic postage rates.

2. Any change in the information referred to in § 1 must be made known without delay.

3. The Administrations must furnish the International Bureau two copies of the documents which they publish, both in regard to the domestic service as well as the international service. They also furnish, to the extent possible, other works published in their country concerning the postal service.

Article 112

Publications

1. The International Bureau publishes, from the information furnished by virtue of the provisions of Article 111, an official digest of all information of general interest relative to the execution, in each member-country, of the Convention and its Regulations. It also publishes similar digests relating to the execution of the Agreements and their Regulations, from the information furnished by the Administration concerned, by virtue of the corresponding provisions of the Regulations of Execution of each of the Agreements.

2. It likewise publishes, with the aid of the data furnished by the Administrations and, possibly, by the United Nations insofar as the letter g) is concerned:

- a) a list of addresses, of chiefs and high officials of Postal Administrations;
- b) a directory of post offices;
- c) a list of distances in kilometers pertaining to land routes of dispatches in transit;
- d) a list of steamship lines;
- e) a list of distant countries and countries considered as such;
- f) a digest of equivalents;
- g) a list of prohibited articles; in this list are also included the narcotics covered by the multilateral treaties on narcotics;
- h) a digest of information concerning the organization and domestic services of the Postal Administrations;
- i) a digest of the domestic rates of the Postal Administrations;

- j) statistical data relating to the postal services (internal and international);
- k) studies, opinions, reports, and other statements relative to the postal service;
- l) a general catalog of information of every kind concerning the postal service and documents of the lending service (Catalog of the Universal Postal Union).

3. Finally, it publishes:

- 1) a telegraphic code of the international postal service (Telegraphic Code of the Universal Postal Union);
- 2) a polyglot vocabulary of the international postal service.

4. Modifications made in the various documents enumerated in Sections 1 to 3 are made known by circular, bulletin, supplement, or any other suitable means.

Article 113

Distribution of publications

1. The documents published by the International Bureau are distributed to the Administrations according to the following rules:

- a) all documents, with the exception of the magazine "Union Postale" and the directory of post offices, according to the distribution key below:

class of contribution	1 2 3 4 5 6 7
number of copies	8 7 6 5 3 2 1

- b) the magazine "Union Postale" and the directory of post offices: in proportion to the number of contributory units assigned to each Administration by application of Article 124 of the General Regulations. However, to the Administrations requesting it, the directory of post offices may be distributed at the rate of 10 copies, maximum, per contributory unit.

2. Upon specific request, Administrations may obtain free of charge from the International Bureau, for all of the publications of the Universal Postal Union or for certain ones only, additional copies not exceeding the number of contributory units assigned to them. As an exception, Administrations falling in the 7th class may request one additional free copy.

3. In addition to the number of copies distributed according to the provisions of §§ 1, letter b), and 2, Administrations may acquire documents from the International Bureau at cost price.

4. The documents published by the International Bureau are also transmitted to the restricted Unions.

**SECOND PART
PROVISIONS CONCERNING LETTER POST**

TITLE I

CONDITIONS FOR ACCEPTANCE OF LETTER-POST ITEMS (ARTICLES)

CHAPTER I

PROVISIONS APPLICABLE TO ALL CATEGORIES OF ITEMS (ARTICLES)

Article 114

Address. Preparation (make-up)

1. The Postal Administrations should recommend to the public that it:

- a) reserve at least the entire right half of the address side for the address of the addressee, for postage stamps or postage-paid impressions, and for service notations or labels;
- b) write the address very legibly in Latin characters and Arabic numerals and to place it on the right-hand side, lengthwise;
- c) indicate the names of the locality and country of destination in capital letters;
- d) indicate the address in a precise and complete manner, in order that the routing of the article and its delivery to the addressee may be effected without research or doubt;
- e) indicate the name and address of the sender either on the left-hand side of the front of the letter (in such a way as not to interfere with the clarity of the address or the application of the service notations or labels), or on the back;
- f) add the word "Lettre" (Letter) on the address side of letters which, because of their bulk or the way they are made up, might be mistaken for articles accepted at a reduced rate of postage;
- g) indicate on articles sent at the reduced rate, by notations such as "Imprimés" (Prints), "Imprimés à taxe réduite" (Prints at reduced rate), or "Cécogrammes" (Raised prints for use by the blind), the class to which they belong;
- h) indicate the addresses of the sender and the addressee inside the article and, whenever possible, on the contents or, where appropriate, on a fly-tag, preferably of parchment, securely attached to the contents, particularly in the case of articles sent unsealed.

2. Articles of any kind whose address-side has been wholly or partly divided into several spaces intended for successive addresses are not accepted.

3. If the wrapping or the item does not lend itself to the writing of the address and the service notations or to the application of postage stamps or postage-paid impressions, the sender must attach securely to the article an address-label of the size prescribed in Article

16, § 1, of the Convention. The same applies when post-marking is likely to damage the article.

4. Postage stamps or postage-paid impressions must be applied, as a rule, on the address side and, whenever possible, in the upper-right corner. However, it is incumbent upon the Administration of origin to handle, according to its legislation, articles whose postage does not comply with this condition.

5. Nonpostal stamps and charity or other stamps liable to be mistaken for postage stamps cannot be affixed on the address side. The same applies to imprints of stamps which might be mistaken for postage-paid impressions.

Article 115

General Delivery articles

The address of articles sent to General Delivery must indicate the name of the addressee. The use of initials, figures, simple given names, fictitious names, or conventional marks of any kind is not permitted for such articles.

Article 116

Articles mailed under the franking privilege

1. Articles of the postal service sent under the franking privilege must bear, in the upper left-hand corner of the address side, the notation "Service des postes" (Postal service) or a similar notation.

2. Articles benefiting from the franking privilege prescribed in Article 8, §§ 1 to 3, of the Convention, as well as the forms relating to them, must bear one of the following notations: "Service des prisonniers de guerre" (Prisoners of War Service) or "Service des internés" (Internees Service).

3. The notations prescribed in §§ 1 and 2 may be followed by a translation.

Article 117

Articles subject to customs inspection

1. Articles to be submitted for customs inspection must be furnished, on the address side, with a green, gummed label conforming to Form C 1, hereto appended, or provided with a fly-tag of the same Form. Insofar as small packets are concerned, the use of one of these labels is obligatory in all cases.

2. If the Administration of the country of destination requires it, or if the sender so prefers, the articles referred to in § 1 are also accompanied by the prescribed number of separate customs declarations, conforming to Form C 2 hereto appended; those declarations are attached securely to the outside of the article by a string tied crosswise, or inserted in the article itself. In that case, only the upper part of the C 1 label is affixed on the article.

3. Absence of the C 1 label cannot, in any case, entail the return to the office of origin of shipments of prints, serums, vaccines, perishable biological substances, radioactive substances, as well as shipments of urgently needed medicaments that it is difficult to obtain.

4. The contents of the article must be indicated in detail on the customs declaration. Notations of a general nature are not allowed.

5. Although assuming no responsibility whatsoever for the customs declarations, the Administrations do their utmost to instruct the senders in the proper way to complete the C 1 labels or the customs declarations.

Article 118

Articles free of duties and charges

1. Articles to be delivered to addressees free of all duties and charges must bear on the address side, in conspicuous characters, the heading "Franc de taxes et de droits" (Free of duties and charges) or a similar notation in the language of the country of origin. Such articles are furnished, on the address side, with a yellow label also bearing, in conspicuous characters, the notation "Franc de taxes et de droits" (Free of duties and charges).

2. Every article sent free of duties and charges is accompanied by a prepayment bulletin conforming to Form C 3 hereto appended, manufactured of yellow paper. The sender of the article and, if it is a question of notations pertaining to the postal service, the office of mailing, complete the text on the front of the prepayment bulletin, on the right-hand side of parts A and B. The sender's inscriptions may be made with the aid of carbon paper. The text must include the pledge prescribed in Article 33, § 2, of the Convention. The prepayment bulletin, duly completed, is attached securely to the article.

3. When the sender requests, after mailing, that the article be delivered free of duties and charges, the following procedure is adopted:

- a) if the request is to be transmitted by mail, the office of origin notifies the office of destination thereof by an explanatory note. The latter, bearing the postage representing the charges due, is transmitted under registration to the office of destination, accompanied by a prepayment bulletin duly filled out. If the transmission takes place by air, the surcharge is likewise represented on the explanatory note. The office of destination affixes on the article the label prescribed in § 1;
- b) if the request is to be transmitted by telegraph, the office of origin notifies the office of destination thereof by telegraph, and informs it at the same time of the particulars relative to the mailing of the article. The office of destination draws up a prepayment bulletin without further formality.

CHAPTER II**REGULATIONS RELATIVE TO THE PACKING OF ARTICLES****Article 119****Preparation. Packing**

1. Administrations should recommend to the public to make-up articles securely, particularly if they are intended for distant countries. In all cases, articles must be packed in such a way that other articles do not run the risk of being trapped by them.

2. Articles containing items of glass or other fragile materials, liquids, oils, fatty substances, dry powders (coloring and noncoloring), live bees, leeches, silk-worm eggs, or the parasites referred to in Article 28, § 1, of the Convention, must be prepared in the following manner:

- a) objects of glass or other fragile objects must be securely packed in a box of metal, wood, or strong corrugated cardboard, filled with paper, excelsior, or other similar protective material so as to prevent the objects from rubbing or knocking against each other, or against the sides of the box, during transportation;
- b) liquids, oils, and easily liquefiable substances must be enclosed in hermetically sealed containers. Each container must be placed in a separate box of metal, strong wood, or strong corrugated cardboard, furnished with sawdust, cotton, or a spongy substance in sufficient quantity to absorb the liquid in case the container breaks. The lid of the box must be adjusted in such a way that it cannot become detached easily;
- c) fatty substances which do not liquefy easily, such as ointments, soft soap, resins, etc., as well as silk-worm eggs, whose transmission presents less difficulty, must first be enclosed in a cover (box, canvas bag, parchment, etc.) which is then placed in a second box of wood, metal, or other stout and thick material;
- d) dry coloring powders, such as aniline blue, etc., are accepted only in strong tin boxes, which are in turn placed inside wooden boxes, with sawdust between the two containers. Dry noncoloring powders must be placed in boxes of metal, wood, or cardboard; those boxes must then be enclosed in a canvas bag or in parchment;
- e) live bees, leeches, and parasites must be enclosed in boxes so constructed as to avoid all danger.

3. No wrapping is required for articles consisting of a single piece, such as pieces of wood, metal, etc., which it is not customary for the trade to wrap. In that case, the address of the addressee should be indicated, whenever possible, on the wrapper or on the article itself, or failing this, on an address label of the size prescribed in Article 16, § 1, of the Convention, which must be tied securely to the article.

Article 120

Preparation. Perishable biological substances

Letters containing perishable biological substances are subject to the special rules for preparation specified below:

- a) perishable biological substances consisting of living pathogenic microorganisms or living pathogenic viruses must be enclosed in a bottle or tube of thick glass or plastic substances, well stoppered, or in a sealed ampoule. The container must be impermeable and hermetically sealed. It must be wrapped in a thick and absorbent fabric (medicated cotton wool, duffel, or cotton flannel) rolled several times around the bottle and tied both above and below the latter so as to form a sort of spindle. The container, thus wrapped, must be placed inside a strong and well-sealed metal box. The absorbent substance placed between the inner container and the metal box must be in sufficient quantity to absorb all the liquid contained or liable to form in the inner container in case of breakage. The metal box must be constructed and sealed in such a manner as to render impossible any contamination outside the box; the latter must be wrapped in cotton or a spongy substance and enclosed in its turn in a protective box in such a way as to avoid any shifting. The outer protective container must consist of a hollow block of strong wood or metal, or of a material and construction of equivalent strength, and provided with a well-fitting lid, adjusted in such a manner that it cannot open during transportation. Special measures, such as drying by freezing and packing in ice, must be taken in order to ensure the preservation of substances sensitive to high temperatures. Transportation by air, which entails changes in atmospheric pressure, requires that the packings be strong enough to resist those variations in pressure. Furthermore, the outer box, as well as the outer wrapper, if any, must be furnished, on the side which bears the addresses of the officially recognized laboratories of origin and destination, with a violet label bearing the following notations and symbol: "Matières biologiques périsables" (Perishable biological substances); "Dangereux" (Dangerous). Size: 62 x 44 mm (see original text for design).
- b) perishable biological substances which contain neither living pathogenic microorganisms nor living pathogenic viruses must be placed inside an inner impermeable container, an outer protective container, and have an absorbent substance placed either in the inner container or between the inner and outer containers; that substance must be in sufficient quantity to absorb all the liquid contained or liable to form inside the inner container in case of breakage. Furthermore, the contents of both the inner as well as outer containers must be packed in such a way as to avoid any shifting. Special measures, such as drying by freezing and pack-

ing in ice, must be taken in order to ensure the preservation of substances sensitive to high temperatures. Transportation by air, which entails changes in atmospheric pressures, requires that if the material is contained in sealed ampoules or in well-stoppered bottles, those containers should be strong enough to resist the variations in pressure. The outer container, as well as the outer wrapper of the article, must be furnished, on the side which has the addresses of the laboratories of origin and destination, with a violet label bearing the following notation and symbol: "Matières biologiques périssables" (Perishable biological substances). Size: 62 x 44 mm (see original text for design).

Article 121

Preparation. Radioactive substances

1. Articles containing radioactive substances, the contents and make-up of which comply with the recommendations of the International Atomic Energy Agency providing special exemptions for certain classes of articles, shall be accepted for transport in the mails subject to prior authorization from the competent agencies of the country of origin.
2. Articles containing radioactive substances must be provided by the sender with a special white label bearing the words "Matières radioactives" (Radioactive substances), which label is officially obliterated should the wrapping be returned to origin. Moreover, they must bear, in addition to the name and address of the sender, a clearly visible request for return of the articles in the event of non-delivery.
3. The sender must state his name and address and the contents of the article on the inner wrapping.
4. Administrations may designate special post offices for the mailing of articles containing radioactive substances.

Article 122

Preparation. Verification of contents

1. Items other than letters and post cards shall be made up in such a way as to protect the contents sufficiently and yet permit them to be promptly and easily verified.
2. They shall be placed either in a wrapper, on a roller or between cardboard, or in bags, boxes, envelopes or containers which are unsealed, or in sacks, boxes, envelopes or containers which are unsealed but closed in such a way that they may easily be opened and closed and present no danger, or fastened with a string which can be easily untied.
3. Exceptionally, articles which would be spoiled if packed according to the general regulations and samples of merchandise packed in a transparent packing permitting check of their contents, may be admitted in a hermetically sealed packing. The same applies to

samples of industrial and vegetable products mailed in a packing sealed by the manufacturer or by an examining authority in the country of origin. In these cases, the Administrations concerned may require the sender or the addressee to assist in the verification of the contents, either by opening certain of the articles indicated by them or in some other satisfactory manner.

Article 123

Articles in panel envelopes

1. Articles in envelopes having a transparent panel reserved for the address are accepted. However, the Administration of origin has the right to refuse any article whose address is not very legible through the panel or when other particulars visible through the panel impair the clarity of the address.

2. Articles in envelopes having a transparent panel reserved for the address are not accepted if that panel is not arranged parallel with the greatest dimension, so that the address of the addressee appears in the same direction and the application of the date stamp is not interfered with.

3. Articles in entirely transparent envelopes or open-panel envelopes are not accepted.

CHAPTER III

SPECIAL PROVISIONS APPLICABLE TO EACH CLASS OF ARTICLES

Article 124

Letters

There are no special requirements as to form and sealing of letters, provided the regulations pertaining to the packing of articles are observed. The necessary space on the front for the address, postage and service notations or labels must be left entirely blank.

Article 125

Single post cards

1. Post cards must be made of cardboard or of paper strong enough not to impede the handling.

2. Post cards must bear, at the top of the address side, the heading "Carte postale" (Post card) in French, or the equivalent of that heading in another language. Such heading is not obligatory for illustrated cards of private manufacture.

3. Post cards must be sent unenclosed, i.e., without wrapper or envelope.

4. At least the right-hand half of the address side is reserved for the address of the addressee, postage and service notations or labels. The sender has available the back and the left-hand half of the address side, subject to the provisions of § 5.

5. It is forbidden to join or attach samples of merchandise or similar articles to post cards. However, illustrations, photographs, stamps of any kind, labels and clippings of any kind, of paper or other very thin material, as well as address slips or sheets of paper which can be folded back, may be glued to them, on condition that those objects are not of a nature to alter the character of the post cards and that they adhere completely to the card. Such objects can be glued only on the back or on the left-hand half of the address side of the post cards, except address slips, flaps or labels, which may take up the entire address side. But stamps of any kind which are liable to be mistaken for postage stamps are allowed only on the back.

6. Post cards not meeting the conditions prescribed for that class of articles are treated as letters, with the exception, however, of those whose irregularity consists only of the application of the postage stamps on the back. Such post cards are considered as unprepaid and treated accordingly.

Article 126

Post cards with reply paid

1. Post cards with reply paid must bear, on the address side, in French, the following printed headings: on the first half, "Carte postale avec réponse payée" (Post card with reply paid); on the second half, "Carte postale-réponse" (Reply post card). Each of the two halves, moreover, must meet the other conditions laid down for single post cards; they are folded, one over the other, in such a manner that the fold forms the upper edge, and they cannot be sealed in any manner.

2. The address of the reply post card must be on the inside of the article.

3. It is permissible for the sender to indicate his name and address on the address side of the reply half.

4. The sender is likewise authorized to have printed on the back of the reply post card a questionnaire to be filled out by the addressee; the latter may also return the inquiry half attached to the reply half. In such case, the address of the inquiry card must be crossed out and be on the inside of the article.

5. The prepayment of the reply half by means of postage stamps or postage-paid impressions of the country which issued the card is valid only if the reply half is sent to an address in that country. If this condition is not complied with, it is treated as unprepaid post card.

Article 127

Prints

1. Reproductions obtained on paper, cardboard, or other materials commonly used for printing, in several identical copies, by means of a mechanical or photographic process involving the use of a plate,

stencil or negative, may be sent as prints. The Administration of origin decides if the item in question was reproduced on an admissible material and by an admissible process.

2. It is permissible to send at print rates:

- a) articles of letter mail exchanged between school pupils, providing these articles are sent through the intermediary of the directors of the schools concerned;
- b) original and corrected student assignments, to the exclusion of all notations not directly connected with the execution of the work;
- c) manuscripts of (literary) works or journals;
- d) hand-written musical scores or sheets of music.

3. The articles referred to in §§ 1 and 2 are subject, with regard to form and make-up, to the provisions of Article 122.

4. The following cannot be sent as prints:

- a) typewritten items, regardless of the kind of typewriter;
- b) copies obtained by means of tracing, copies produced by hand or typewriter, regardless of type, as well as heliographies (photo-engravings);
- c) reproductions obtained by stamps with movable or immovable type;
- d) articles of stationery properly so-called, bearing reproductions, when it seems clear that the printed text is not the essential part of the article;
- e) films and sound recordings.

5. Several reproductions, obtained by admissible processes, may be combined in a single print article; they must not bear the names and addresses of different senders or addressees.

6. Cards bearing the heading "Carte postale" (post card), or the equivalent of this heading in any language, are accepted at the print rate, provided they conform to the general conditions applicable to prints. Those which do not fulfill these conditions are handled as post cards or possibly as letters, by application of Article 125, § 6.

Article 128

Prints. Authorized notations and enclosures

1. It is permissible to indicate on the prints by any process whatsoever:

- a) the names and addresses of the sender and the addressee, with or without mentioning title, profession and firm;
- b) the place and date of mailing of the article;

- c) the serial or entry number relating exclusively to the article.
- 2. In addition to these indications, it is permissible:
 - a) to strike out, underline, or mark certain words or passages of the printed text;
 - b) to correct mistakes in printing.
- 3. The additions and corrections provided for in §§ 1 and 2 must have a direct connection with the contents of the reproduction; they must not be of a nature to constitute conventional language.
- 4. It is also permissible to indicate or to add:
 - a) on order, subscription, or offer blanks for publications, books, newspapers, engravings, and pieces of music: the publications and number of copies ordered or offered, the price of those publications, as well as notations representing price factors, terms of payment, edition, names of the authors and publishers, catalog number, and the words "Broché" (Stitched or paper bound), "Cartonné" (In boards), or "Relié" (Bound);
 - b) on forms used by library lending services: the titles of the books, number of copies requested or sent, names of the authors and publishers, catalog numbers, numbers of days allowed for the reading, name of the person desiring to consult the book in question;
 - c) on printed illustrated cards, printed calling cards, as well as on greeting and sympathy cards: printed conventional forms of courtesy expressed in five words or by means of five conventional initials at the most;
 - d) on printed literary or artistic productions: a dedication consisting of a simple conventional tribute;
 - e) on passages cut from newspapers and periodicals: the title, date, number, and address of the publication from which the article is taken;
 - f) on notices concerning the departure and arrival of ships and planes: the dates and time of the departures and arrivals, as well as the names of the ships, planes, ports of departure, call and arrival;
 - g) on itinerary charts: the name of the traveler, the date, time and name of the place through which he contemplates passing, as well as the place where he intends to stop;
 - h) on printing proofs: such changes and additions as relate to corrections, form and printing, as well as notations such as "Bon à tirer" (Ready for printing), "Vu-Bon à tirer" (O.K. for printing), or any other similar notations relating to the preparation of

- the work. In case of lack of space, the additions may be made on separate sheets;
- i) on current price lists, advertisement offers, stock exchange and market quotations, commercial circulars and prospectuses: figures; and any other notations representing price factors;
 - j) on notices of change of address: the old and the new addresses, as well as the date of the change.

5. Finally, it is permissible to attach:

- a) to all prints: a card, envelope or wrapper bearing an impression of the address of the sender of the article; these may be prepaid for return by means of postage stamps of the country of destination of the article;
- b) to printed literary or artistic productions: an open invoice covering the article sent, reduced to its essential terms and a deposit form bearing the printed particulars of a current postal account or a money order form of the international service of the country of destination of the article, upon which it is also permissible, after agreement between the interested Administrations, to indicate the amount to be paid and the address of the recipient of the money order;
- c) to fashion journals: cut-out patterns forming, according to the indications appearing thereon, a whole with the copy with which they are sent.

Article 129

Prints in the form of cards

1. Prints in the form, consistency and dimensions of a post card may be sent unenclosed, without wrapper or envelope. The same manner of dispatch is allowed for prints folded in such a way that they cannot unfold during transportation.

2. At least the right-hand half of the address side of prints sent in the form of cards, including illustrated cards benefiting from the reduced rate, is reserved for the address of the addressee and the service notations or labels.

Article 130

Cecograms (raised print for use by the blind)

Letters bearing writing used by the blind, mailed open, and plates with characters used by the blind may be dispatched as cecograms (raised print for use by the blind). The same applies to sound recordings and special paper intended solely for use by the blind, on condition that they are sent by an officially recognized institution for the blind or addressed to such an institution.

Article 131**Samples of merchandise**

1. A sample is a specimen or fragment of merchandise sent out free of charge to make this merchandise known and to have it appraised with a sale in view, and which is not intended for exchange with a third party for any payment whatsoever; this latter characteristic must be confirmed by the words "Free Specimen" or "Free Sample" (or their equivalent in a language understood in the country of destination) marked in an indelible fashion on the article itself or on the packing, when the latter cannot be separated from the article; these words should also be shown in the address of the articles. In case of doubt, the Administration of origin may ask that the article be defaced in such a way as to make it unfit for normal sale.

2. The following are accepted at the sample rate: tubes of serum or vaccine, and urgently needed medicaments which are difficult to obtain. However such objects cannot be sent for commercial purposes unless they are sent in the general interest by officially recognized laboratories or institutions. Their packing must conform to the provisions of Articles 119 and 122.

Article 132**Samples of merchandise. Authorized notations**

It is permissible to indicate on the outside or inside of shipments of samples of merchandise, and in the latter case, on the sample itself or on a special sheet, the address of the addressee and of the sender, with the usual business particulars, a factory mark or trade mark, a reference to correspondence exchanged between the sender and the addressee, a brief indication concerning the manufacturer and purveyor of the merchandise or concerning the person for whom the sample is intended, as well as the serial or entry numbers, prices, and any other notations representing price factors, particulars relative to the weight, measurements, and size, as well as the quantity available, and such other particulars as are necessary to specify the origin and nature of the merchandise.

Article 133**Small packets**

1. Small packets must bear on the address side, in conspicuous characters, the notation "Petit paquet" (Small packet) or its equivalent in a language known in the country of destination.

2. It is permissible to enclose in them an open invoice, reduced to its essential terms, as well as a simple copy of the address of the article, with indication of the address of the sender.

3. The name and address of the sender should appear on the outside of the packets.

Article 134**“Phonopost” articles**

1. Phonograph records, tapes, wires, or other similar materials on which a sound recording has or has not been made, may be mailed as “Phonopost” articles. The sender must inscribe the word “Phonopost”, in conspicuous characters, on the address side of the article.

2. It is permissible to enclose in the article a printed notice, in one or more languages, concerning the manner of reproducing the sound recording, as well as needles, adequately protected, with which to obtain the reproduction of the recording.

Article 135**Grouping of articles of different classes into a single shipment**

1. Prints and samples of merchandise may be grouped in a single shipment on condition that:

- a) the total weight does not exceed 3 kilograms per shipment, and that the weight of the samples of merchandise does not exceed 500 grams;
- b) the dimensions of the shipment do not exceed those of letters;
- c) the postage paid is at least the minimum rate for samples of merchandise;
- d) when the shipment contains prints at reduced rate, these prints are charged, nevertheless, the rate applicable to the rest of the contents.

2. When articles liable to different rates are grouped in the same shipment, the latter is charged, for its total weight, with the rate applicable to the class of articles whose rate is the highest.

3. The make-up and packing of the articles referred to in § 1 are governed by Articles 119 and 122.

**TITLE II
REGISTERED ARTICLES****SOLE CHAPTER****Article 136****Registered Articles**

1. Registered articles must bear on the address side, in conspicuous characters, the heading “Recommandé” (Registered), accompanied, if necessary, by a similar notation in the language of the country of origin.

2. Aside from the exceptions mentioned below, there are no special requirements as to form, sealing, or wording of the address with regard to such articles.

3. Articles which bear an address written in pencil or composed of initials are not accepted for registration. However, the address of articles other than those which are sent in transparent panel envelopes may be written in indelible pencil.

4. Registered articles must be furnished, in the left-hand corner of the address side, with a label conforming to Form C 4 hereto appended. However, it is permissible for Administrations whose domestic regulations are at present opposed to the use of labels to defer the adoption of this measure and to use, for the designation of registered articles, a stamp reproducing clearly the imprint of the indications of the C 4 label.

5. Administrations that have adopted, in their domestic service, the system of mechanical acceptance of registered articles may, instead of using the C 4 label prescribed in § 4, print the service indications directly on the articles in question or glue, at the same place, a strip reproducing the same indications.

6. No serial number should be placed on the address side of registered articles by the intermediate Administrations.

Article 137

Return receipts

1. Articles for which the sender requests a return receipt must bear, on the address side, in conspicuous characters, the notation "Avis de réception" (Return receipt) or the imprint of an "A.R." stamp, completed by the notation "Par avion" (Via airmail) if the sender has requested use of air mail. The sender must indicate his name and address on the outside of the article, in Latin characters.

2. The articles referred to in § 1 are accompanied by a form having the consistency of a post card, bright red in color, conforming to Form C 5 hereto appended. After indication by the sender of his name and address, in Latin characters, on the front of the form, and otherwise than by an ordinary pencil, the form is completed by the office of origin or by any other office to be designated by the Administration of origin, then fastened securely to the outside of the article; if the form does not reach the office of destination, the latter makes up a new return receipt without further formality.

3. When the sender requests the return of the return receipt by air, the front of the Form C 5 must bear, in conspicuous characters, the notation "Renvoi par avion" (Return via airmail); a "Par avion" (Via airmail) imprint or a blue "Par avion" (Via airmail) label is also affixed on the form. The surcharge paid by the sender for the return of the return receipt by airmail, whose amount is calculated according to the weight of the form, is represented on the article with the other charges.

4. No account is taken of the weight of the return receipt form in calculating the postage.

5. The office of destination returns the Form C 5, duly completed, unenclosed and postage free, to the address indicated by the sender. That return is effected by the next airmail if the sender paid the relative charges.

6. When the sender makes inquiry about a return receipt which has not reached him within a normal period, the procedure set forth in Article 138 is followed. The office of origin enters at the top of the Form C 5 the notation "Duplicata de l'avis de réception, etc." (Duplicate return receipt, etc.).

Article 138

Return receipts requested after mailing

1. When the sender requests a return receipt after the mailing of the article, the office of origin fills out a Form C 5, on which the party concerned has first indicated, on the front, his name and address in Latin characters.

2. The special provisions adopted by the Administrations in accordance with Article 150 for the transmission of inquiries concerning registered articles are applicable to requests for return receipts made after mailing.

3. The Form C 5 is attached to an Inquiry Form C 9 mentioned in Article 150; that inquiry form, which must be provided with a postage stamp or must bear an indication representing the fee paid, is handled in accordance with the provisions of the said Article 150. The Form C 5 remains attached to that Inquiry Form, unless the article has been duly delivered, in which case the office of destination pulls the Form (C 5) off to return it in the manner prescribed in Article 137, § 5. If return by air of the return receipt is requested, the C 5 form must be handled as prescribed in Article 137, §§ 3 and 5. The rate paid by the sender for the return by air of the return receipt must be shown on Form C 9.

4. The office of destination which has received a request by telegram makes up a return receipt without further formality.

Article 139

Delivery to the addressee only

Registered articles to be delivered to the addressee only must bear, on the address side, in conspicuous characters, the notation "A remettre en main propre" (To be delivered to the addressee only) or an equivalent notation in a language known in the country of destination.

TITLE III
OPERATIONS UPON DEPARTURE AND ARRIVAL

SOLE CHAPTER

Article 140

Application of date stamp

1. Articles of letter mail are stamped by the office of origin, on the address side, with a postmark indicating, in Latin characters, the place of origin and the date of mailing. An equivalent notation, in characters of the language of the country of origin, may be added. In localities having several post offices, the postmark should indicate which is the office of mailing.

2. The application of the postmark prescribed in § 1 is not obligatory:

- a) for articles prepaid by means of impressions of postage meters if the indication of the place of origin and the date of mailing appear on those impressions;
- b) for articles prepaid by means of indicia, printed or otherwise obtained;
- c) for unregistered articles at the reduced rate, provided that the place of origin is indicated on those articles.

3. All postage stamps valid for prepayment must be canceled.

4. Unless the Administrations have prescribed cancellation by means of a special cancelling stamp, postage stamps which were not canceled in the service of origin through error or oversight must be canceled by means of a heavy line in ink or indelible pencil by the office which detects the irregularity. In no case are those stamps canceled with the date stamp.

5. Missent articles, except unregistered articles at the reduced rate, must be stamped with the date stamp of the office at which they arrived through error. This obligation is incumbent not only upon stationary post offices, but also upon traveling post offices, whenever possible. The impression must be applied to the back in the case of letters and on the address side in the case of post cards.

6. The postmarking of articles mailed on board ships is incumbent upon the postal employee or officer on board in charge of the service or, in his absence, upon the post office at the port of call to which these articles are delivered in open mail. In such case, the office stamps it with its date stamp and puts on the notation "Navire" (Ship), "Paquebot" (Packet-boat or mail steamer), or a similar notation.

7. The office of destination of a post card with reply paid may apply its date stamp on the left-hand side of the address side of the reply half.

Article 141**Special Delivery articles**

Articles to be delivered by special delivery are provided, near the indication of the place of destination, with a bright red printed label bearing, in conspicuous characters, the notation "Exprès" (Special Delivery). In the absence of a label, the word "Exprès" (Special Delivery) shall be written conspicuously, in capital letters, in red ink or with a red pencil.

Article 142**Unprepaid or insufficiently prepaid articles**

1. Articles on which postage is to be collected after mailing, either from the addressee or, in the case of undeliverable items, from the sender, are stamped with a T-stamp (Postage due) in the middle of the upper part of the address side; next to this stamp, the Administration of origin writes very legibly, in the currency of its country, the amount, double or single, whichever applies, of postage lacking and, under a fraction line, that of its rate valid for the first weight step for letters.

2. In case of redirection or return, the application of the T-stamp as well as the indication, in compliance with § 1, of the amounts in the form of a fraction is incumbent upon the redirecting Administration. However, if it is a question of articles originating in countries which apply reduced rates in relations with the redirecting Administration, it is the duty of the Administration which effects the delivery to determine the amount of postage lacking.

3. The delivering Administration marks the articles with the amount of postage to be collected. It determines this charge by multiplying the fraction resulting from the data mentioned in § 1 by the amount, in its national currency, of the charge applicable in its international service for the first weight step for letters.

4. Any article not bearing the T-stamp is considered as duly prepaid and handled accordingly, except in case of obvious error.

5. If the fraction prescribed in § 1 has not been indicated beside the T-stamp by the Administration of origin or by the redirecting Administration, in cases of non-delivery, the Administration of destination has the right to deliver the insufficiently prepaid article without collecting any charge.

6. No account is taken of postage stamps and postage-paid impressions not valid for prepayment. In such case, the figure zero (0) is placed beside such postage stamps or impressions, which must be encircled with a pencilled line.

Article 143

Return of prepayment bulletins (Part A). Recovery of charges

1. After the delivery to the addressee of an article free of charges, the office which has advanced customs or other charges on behalf of the sender completes, insofar as it is concerned, with the aid of carbon paper, the indications which appear on the back of Parts A and B of the prepayment bulletin. It transmits Part A, accompanied by the supporting papers, to the office of origin of the article; this transmission is effected in a sealed envelope, without indication of its contents. Part B is retained by the Administration of destination of the article for accounting purposes with the debtor Administration.

2. However, each Administration has the right to have Part A of the prepayment bulletins assessed with charges, returned by specially designated offices, and to request that this part be transmitted to a specific office.

3. The name of the office to which Part A of the prepayment bulletins is to be returned is entered, in all cases, by the office of origin of the article on the front of that part.

4. When an article bearing the notation "Franc de droits" (Free of charges) reaches the service of destination without a prepayment bulletin, the office charged with the customs clearance prepares a duplicate bulletin; it mentions the name of the country of origin and, whenever possible, the date of mailing of the article, on Parts A and B of that bulletin.

5. When the prepayment bulletin is lost after the delivery of the article, a duplicate is prepared under the same conditions.

6. Parts A and B of the prepayment bulletins relating to articles which are returned to origin for any reason whatsoever must be canceled by the Administration of destination.

7. Upon receipt of Part A of a prepayment bulletin indicating the charges paid by the service of destination, the Administration of origin converts the amount of those charges into its own currency at a rate which must not exceed the rate established for the issuance of money orders destined for the corresponding country. The result of the conversion is indicated in the body of the form and on the lateral coupon. After having recovered the amount of the charges, the office designated for that purpose delivers the coupon of the bulletin and the supporting papers, if any, to the sender.

Article 144

Redirected articles

1. Articles addressed to persons who have changed their residence are considered as addressed directly from the place of origin to the new place of destination.

2. Unprepainted articles or those insufficiently prepaid for their original transmission are assessed with the charge which would have

been applied to them if they had been addressed directly from the point of origin to the new place of destination.

3. Articles regularly prepaid for their original transmission, on which the additional charge for the further transmission was not paid for their redirection, are assessed with the charge prescribed in Article 22, § 1, of the Convention, established, however, in terms of the single amount of the difference between the postage already paid and that which would have been collected if the articles had originally been sent to their new destination. The same procedure applies to articles redirected by air with respect to the air surcharge for the further transmission.

4. Articles originally addressed to the interior of a country and duly prepaid in accordance with the domestic rates are considered as articles regularly prepaid for their first transmission.

5. Articles which originally circulated postage-free in the domestic service of a country are assessed with the charge prescribed in Article 22, § 1, of the Convention, established, however, in terms of the single amount of the postage charge to which they would have been liable if these articles had been addressed directly from the point of origin to the new place of destination.

6. At the time of forwarding, the redirecting office affixes its date stamp on the address side of articles in the form of cards, and on the back of all other classes of articles.

7. Ordinary or registered articles which are returned to the senders for completion or correction of the address are not considered as redirected articles when returned to the service; they are handled as new articles, and are therefore liable to a new charge.

8. The customs duties and other charges whose cancellation could not be obtained upon redirection or return to origin (Article 146) are recovered, through the C.O.D. service, from the Administration of the new destination. In such case, the Administration of the original destination attaches to the article an explanatory note and a C.O.D. money order (Form R 3 of the Agreement Concerning Collect-on-Delivery Articles). If there is no C.O.D. service between the Administrations concerned, the charges in question are recovered through correspondence.

9. If the attempt to deliver a Special Delivery article at the addressee's residence by a special messenger has been unsuccessful, the redirecting office must cross out the label or the notation "Exprès" (Special Delivery) by means of two heavy horizontal lines.

Article 145

Collective reforwarding of letter-post items

1. Ordinary articles to be forwarded to one and the same person who has changed his residence may be enclosed in special envelopes conforming to Form C 6 hereto appended, furnished by the Administrations, on which only the name and new address of the addressee

should be inscribed. Furthermore, when the quantity of items to be redirected collectively justifies it, a sack may be used. In this case, the required details must be inscribed on a special label, furnished by the Administration, and printed, in general, in the same form as the C 6 envelopes.

2. Articles to be submitted to customs inspection or articles whose shape, bulk and weight would entail the risk of tearing them, must not be enclosed in such envelopes or sacks.

3. The envelope or sack must be presented open at the redirecting office in order to enable it to collect the additional charges, if any, to which the articles it contains might be liable, or to indicate on those articles the charge to be collected upon arrival when the additional postage has not been paid. After verification, the redirecting office seals the envelope or sack and affixes the T-stamp on the envelope or on the label, if called for, to indicate that charges must be collected on part or all of the articles enclosed in the envelope or sack.

4. Upon arrival at destination, the envelope or sack may be opened and its contents verified by the office of delivery, which collects the additional unpaid charges, if any.

5. Ordinary articles addressed either to seamen and passengers on board the same ship or to persons traveling together as a party, may likewise be handled in accordance with the provisions of §§ 1 to 4. In such case, the envelopes or sack labels must bear the address of the ship, shipping or travel agency, etc., to which the envelopes or sacks are to be delivered.

Article 146

Undeliverable articles

1. Before returning to the Administration of origin articles which have not been delivered for any reason whatsoever, the office of destination must indicate in a clear and concise manner, in French, and whenever possible on the address side of such articles, the reason for the nondelivery, in the following manner: "Inconnu" (Unknown), "Refusé" (Refused), "En voyage" (Traveling), "Parti" (Gone away), "Non reclamé" (Unclaimed), "Decédé" (Deceased), etc. In the case of post cards and prints in the form of cards, the reason for the non-delivery is indicated on the right-hand half of the address side.

2. Such indication is furnished by the application of a stamp or affixing of a label. Each Administration has the option of adding a translation, in its own language, of the reason for the nondelivery, and such other indications as may suit it. In relations with Administrations which have declared themselves in agreement to do so, such indications may be made in a single language agreed upon. Likewise, handwritten inscriptions relative to the nondelivery made by postal employees or by post offices may, in such case, be considered as sufficient.

3. The office of destination must strike out the place indications which concern it and enter on the address side of the article the notation "Retour" (Return) beside the indication of the office of origin. It must also affix its date stamp on the back of letters and on the address side of post cards.

4. Undeliverable articles are returned either singly or in a special bundle labeled "Envois non distribuables" (Undeliverable articles). Any Administration may request, through the intermediary of the International Bureau, that undeliverable articles be transmitted to an office specially designated by it.

5. Undeliverable registered articles are returned to the exchange office of the country of origin as if they were registered articles addressed to that country.

6. Undeliverable domestic articles which, for return to the senders, must be sent to a foreign country are handled in accordance with the provisions of Article 144. The same applies to articles in the international service when the sender has moved to another country.

7. Articles for third parties, addressed in care of a Consul and returned by the latter to the post office as unclaimed, must be treated as undeliverable. In no case should they be considered as new articles subject to prepayment.

8. Articles for persons, addressed to hotels or lodging houses and returned to the post office because of the impossibility of delivering them to the addressees, are subject to the handling prescribed in Section 7.

Article 147

Withdrawal. Change of address

1. Requests for the withdrawal of articles or for a change of address call for the preparation, by the sender, of a form conforming to Form C 7 hereto appended; a single form may be used for several articles mailed simultaneously at the same office by the same sender and addressed to the same addressee. In submitting such a request to the post office, the sender must establish his identity and, if necessary, produce the certificate of mailing. After having established his identity, for which the Administration of the country of origin assumes responsibility, the procedure is as follows:

- a) if the request is intended to be transmitted by mail, the form, accompanied by a perfect facsimile of the envelope or address of the article, is sent directly, under registered cover, to the office of destination;
- b) if the request is to be made by telegraph, the form is turned over to the telegraph service, which is charged with transmitting its text to the post office of destination.

2. Upon receipt of the Form C 7 or of the telegram taking its place, the office of destination searches for the article in question and takes the necessary action on the request.

3. The action taken by the office of destination on requests for withdrawal or change of address is made known immediately, by means of the "reply" section of the C 7 Form, to the office of origin, which informs the applicant. The same procedure is followed in the cases listed below:

- fruitless searches;
- article already delivered to the addressee;
- request by telegraph not explicit enough to enable positive recognition of the article;
- article confiscated, destroyed, or seized.

4. Any Administration may request, by a notification addressed to the International Bureau, that the exchange of requests in which it is involved should be made through the intermediary of its central Administration or a specially designated office; the said notification should include the name of that office.

5. If the exchange of requests is made through the intermediary of the central Administrations, account must be taken of requests sent directly by the offices of origin to the offices of destination to the extent that the related articles are withheld from delivery pending the arrival of the request from the central Administration.

6. Administrations which avail themselves of the option prescribed in § 4 assume the expenses which the transmission in their domestic service, by mail or telegraph, of the communications to be exchanged with the office of destination, may entail. Use of the telegraph service is obligatory when the sender himself has made use of that service, and when the office of destination cannot be notified in time by mail.

Article 148

Withdrawal. Change of address. Articles mailed in a country other than that which receives the request

1. Any office which receives a request for withdrawal or change of address introduced in accordance with Article 26, § 2, of the Convention, verifies the identity of the sender of the article. It transmits a Form C 7, accompanied, if necessary, by the certificate of mailing, to the office of origin or destination of the article, according to whether the latter is a registered or ordinary article. In particular, it makes sure that the address of the sender appears in the space provided for that purpose on the Form C 7 so that, at the proper time, it will be able to inform this sender how his request was dealt with or,

if such is the case, to return to him the article which is the object of the withdrawal.

2. Every telegraphic request introduced under the conditions set forth in § 1 is sent directly to the office of destination of the article. If it pertains to a registered article, it must be confirmed in writing, by the office of origin of the article, by means of a Form C 7 bearing at the top, underlined in colored pencil, the notation "Confirmation de la demande télégraphique du . . ." (Confirmation of the telegraphic request of . . .). The office of destination retains the registered article until receipt of this confirmation.

3. In order to enable it to advise the sender, the office of destination of the article informs the office which receives the request of the action that has been taken. However, when a registered article is involved, this information must pass through the office of origin of the article. In the case of withdrawal, the article withdrawn is attached to this information.

4. Article 147 is applicable, by analogy, to the office which receives the request and to its Administration.

Article 149

Inquiries. Ordinary articles

1. Every inquiry relative to an ordinary article calls for the preparation of a form conforming to Form C 8 hereto appended, which should be accompanied, whenever possible, by a facsimile of the address of the article written on a small sheet of thin paper.

2. The office which receives the inquiry transmits that form directly, without further formality and by the most rapid means (air or surface), without a letter of transmittal and in a sealed envelope, to the corresponding office. The latter, after having obtained the necessary information from the addressee or sender, as the case may be, returns the form without further formality in a sealed envelope and by the most rapid means (air or surface) to the office which prepared it.

3. If the inquiry is considered as well founded, this last-mentioned office transmits the form to its central Administration with a view to further investigations.

4. A single form may be used for several articles mailed simultaneously at the same office by the same sender and addressed to the same addressee.

5. Any Administration may request, by a notification addressed to the International Bureau, that inquiries concerning its service should be transmitted to its central Administration or to a specially designated office.

6. The Form C 8 must be returned to the Administration of origin of the article inquired about in accordance with the provisions of Article 150, § 9.

Article 150

Inquiries. Registered articles

1. Every inquiry relative to a registered article is prepared on a form like Form C 9 hereto appended, which should be accompanied, whenever possible, by a facsimile of the address of the article written on a small sheet of thin paper.

2. If the inquiry concerns a C.O.D. article, it must also be accompanied by a duplicate of the R 3 money order referred to in the Agreement Concerning Collect-on-Delivery Articles, or by a notice of deposit, as the case may be.

3. A single form may be used for several articles mailed simultaneously at the same office by the same sender and forwarded by the same route, addressed to the same addressee.

4. The inquiry, accompanied by routing particulars, is transmitted from office to office, following the same route as the article; that transmission takes place without further formality, with no covering letter, in a sealed envelope, and always by the most rapid means (air or surface). If the Administration of destination is in a position to furnish information about the final disposal of the article, it completes the form in table 3 and returns it without further formality and by the most rapid means (air or surface) to the office of origin. In the case of delayed delivery, the reason for the delay is indicated briefly on the Form C 9.

5. The Administration which cannot establish either the delivery to addressee or the regular transmission to another Administration, immediately orders the necessary inquiry. It records its decision concerning responsibility in table 4 of the Form C 9. This form, duly completed, is returned by the most rapid means (air or surface) to the central Administration of the country of origin.

6. Any Administration may request, by a notification addressed to the International Bureau, that inquiries concerning its service should be transmitted, duly accompanied by routing particulars, to its central Administration or to a specially designated office.

7. If the Administration of origin or the Administration of destination requests it, the inquiry is transmitted directly from the office of origin to the office of destination.

8. If an inquiry is not returned within a suitable period, a duplicate of Form C 9, accompanied by routing particulars, may be addressed to the central Administration of the country of destination, but no earlier than one month after the transmission of the original inquiry. The notation "Duplicate" and the date of the transmission of the original inquiry must be shown clearly on the duplicate.

9. The Form C 9 and the papers attached to it must, in all cases, be returned to the Administration of origin of the article inquired about as soon as possible, and at the latest within a period of five months, counting from the date of the inquiry.

10. The foregoing provisions do not apply in cases of rifling of a dispatch, shortage of a dispatch, or other similar cases, which call for a more extensive exchange of correspondence between the Administrations.

Article 151

Requests for information

Requests for information concerning ordinary or registered articles are handled in accordance with the rules established in Articles 149 and 150, respectively.

Article 152

Inquiries and requests for information concerning articles mailed in another country

1. In the cases covered by Article 35, § 3, of the Convention, Forms C 8 and C 9 concerning inquiries or requests for information are transmitted to the Administration of origin. Form C 9 should be accompanied by the certificate of mailing.

2. The Administration of origin must be in possession of the form within the period prescribed in Article 35 of the Convention.

TITLE IV

EXCHANGE OF MAIls. DISPATCHES

SOLE CHAPTER

Article 153

Letter bills

1. A letter bill, conforming to Form C 12 hereto appended, accompanies each dispatch. It is placed in a blue envelope bearing, in conspicuous characters, the notation "Feuille d'avis" (Letter bill).

2. The dispatching office fills out the letter bill with all the particulars called for by the structure of the form, while observing the following provisions:

- a) Table I: the presence of ordinary Special Delivery or airmail articles is indicated by a line underscoring the corresponding notation;
- b) Table II: unless otherwise agreed upon, the dispatching offices do not number the letter bills when dispatches are made up once every day. They number them in all other cases according to an annual series for each office of destination. Each dispatch must then have a separate number, even if it is a question of a supplementary dispatch sent via the same route or the same ship as the regular dispatch. For the first dispatch of each year, the bill must indicate, in addition to the serial number of the dispatch,

that of the last dispatch of the preceding year. If a dispatch is discontinued, the dispatching office enters on table II of the letter bill, beside the number of the dispatch, the notation "last dispatch". The name of the ship which transports the dispatch or the official abbreviation of the air line to be used are indicated when the dispatch office is in a position to know them. Furthermore, the Administrations may come to agreement with one another that only the red-label sacks forwarded by surface means should be entered on the letter bills;

- c) Table III: use may be made of one or more special lists conforming to Form C 13 hereto appended, either to replace table V or to serve as supplement to the letter bill. The use of special lists is obligatory if the Administration of destination so requests. The lists in question must indicate the same serial number as the one mentioned on the letter bill of the corresponding dispatch. When several special lists are used, they must also be numbered consecutively with regard to each dispatch. The number of registered articles which may be entered on one and the same special list is limited to the number permitted by the structure of the form;
- d) Table IV: the number of empty sacks, if any, belonging to an Administration other than the one to which the dispatch is addressed should be mentioned separately, with indication of that Administration. Open letters on official business and various communications or recommendations of the dispatching office relative to the exchange office are also mentioned in table IV. When the provisions set forth in § 2, letter b), relating to the entry of red-label sacks only, in table II of the letter bill, are applied between two Administrations, no indication of the number of sacks used to make up the dispatch or of the number of empty sacks belonging to the Administration of destination should be shown in table IV;
- e) Table V: this table is intended for the entry of the registered articles when special lists are not used exclusively. If the corresponding Administrations have agreed upon the bulk billing of registered articles on the letter bills, the total number of such articles must be indicated in figures and written out in full. When the dispatch does not contain any registered articles, the notation "Néant" (Nil) is entered in table V.
- f) Table VI: this table is intended for the entry of small transit dispatches which are placed in the sack of the exchange office reforwarding the mail.

3. Administrations may come to an agreement to include other tables or headings in the letter bill when they deem it necessary. They may, in particular, arrange tables V and VI to suit their requirements.

4. When an exchange office has no articles to deliver to a corresponding office and when, in relations between the Administrations concerned, the letter bills, by application of § 2, letter b), are not numbered, that office limits itself to sending a negative (Nil) letter bill in the next dispatch.

5. When closed mails must be transmitted by ships which the intermediate Administration, under whose jurisdiction they come, does not use regularly for its own conveyances, the weight of the letters and other articles must be indicated on the label of such mails when the Administration charged with effecting the shipping so requests.

Article 154

Transmission of registered articles

1. Registered articles and the special lists, if any, prescribed in Article 153, § 2, are placed in one or more separate packets or sacks, which must be suitably wrapped or closed and sealed with wax or lead seals in such a manner as to protect the contents. The seals may also consist of light metal or plastic material. The impressions of the wax seals, lead seals, or other types of seals must reproduce, in very legible Latin characters, the name of the office of origin or an indication sufficient to permit identification of that office. The registered articles are arranged in each packet according to their entry numbers. When one or more special lists are used, each of them is enclosed in the bundle with the registered articles to which it relates and placed after the first article in the bundle. In case several sacks are used, each of them must contain a special list on which are entered the articles which it contains.

2. Subject to agreement between the Administrations concerned, and when the bulk of the registered articles permits it, such articles may be enclosed in the special envelope containing the letter bill. That envelope must be sealed.

3. In no case may registered articles be enclosed in the same bundle with ordinary articles.

4. Subject to agreement between Administrations, registered articles other than letters and post cards, which are sent in separate sacks, may be accompanied by special lists on which they are bulk billed.

5. Insofar as possible, a single sack should not contain more than 600 registered articles.

6. The special envelope containing the letter bill is attached to the outside of the packet of registered articles by means of a string tied crosswise; when the registered articles are enclosed in a sack, the said envelope is attached to the neck of that sack.

7. If there is more than one packet or sack of registered articles, each of the additional packets or sacks is furnished with a label indicating the nature of the contents.

Article 155**Transmission of Special Delivery articles**

1. Ordinary Special Delivery articles are placed together in a special bundle provided with a label bearing in conspicuous characters the notation "Exprès" (Special Delivery) and enclosed by the exchange offices in the envelope containing the letter bill which accompanies the dispatch.

2. However, if that envelope is to be attached to the neck of the sack of registered articles (Article 154, § 6), the bundle of Special Delivery articles is placed in the outer sack. The presence of such articles in the dispatch is then made known by a slip placed inside the envelope containing the letter bill. The same procedure is followed when the Special Delivery articles could not be enclosed with the letter bill because of their number, shape, or dimensions.

3. Registered Special Delivery articles are arranged in proper order among the other registered articles, and the notation "Exprès" (Special Delivery) is entered in the "Observations" column of table V of the letter bill or of the special lists, opposite the entry of each of them. In case of bulk billing, the presence of registered Special Delivery articles is indicated simply by the notation "Exprès" (Special Delivery) in table V of the letter bill.

Article 156**Preparation of dispatches**

1. As a general rule, articles are sorted and tied into bundles by categories, letters and post cards being included in the same bundle and newspapers and periodicals in separate bundles from those of ordinary prints. The bundles are designated by labels conforming to Form C 30 attached hereto and bearing the indication of the office of destination or redirection of the articles enclosed in the bundles. Articles which can be tied into bundles should be arranged with the addresses facing in the same direction. Prepaid articles are separated from those which are unprepaid or insufficiently prepaid, and the labels of the bundles of unprepaid or insufficiently prepaid articles are stamped with the T-stamp.

2. Letters showing traces of opening, deterioration, or damage must be furnished with a notation of the fact and stamped with the date stamp of the office which detected it.

3. Postal money orders sent unenclosed are placed together in a separate bundle, which must be enclosed in a packet or sack containing registered articles or in the packet or sack of insured articles, if there is one. If the dispatch contains neither registered nor insured articles, the money orders are placed in the envelope containing the letter bill, or tied in the same bundle with the latter.

4. Dispatches are enclosed in sacks whose number should be kept down to the absolute minimum. Those sacks are suitably closed,

sealed with wax or lead seals, and labeled. The seals may also be of light metal or plastic material. However, in the relations between Administrations which have agreed on this matter, sacks containing only unregistered AO articles need not be sealed. When string is used, it should be passed twice around the neck of the sack in such a manner that one of the ends can be drawn under the coils before being knotted. (See the illustration appearing at the end of the forms appended to the Regulations). The impressions on the wax seals, lead seals, or other types of seals must reproduce, in very legible Latin characters, the name of the office of origin or an indication sufficient to permit identification of that office.

5. The labels of the dispatches must be of canvas, strong cardboard provided with an eyelet, parchment, or paper pasted on a small board. Their makeup and text must conform to Form C 28 hereto appended. In relations between adjacent offices, use may be made of labels of strong paper; the latter, however, must be of sufficient consistency to withstand the various handlings of the dispatches in transit. The labels are made up in the following colors:

- a) in vermilion red, for sacks containing registered articles and the letter bill, even if the latter is "Nil";
- b) in white, for sacks containing only ordinary articles of the following categories:
 - letters and post cards dispatched by surface and air,
 - newspapers and periodicals dispatched by surface only, except those returned to sender;
- c) in light blue, for sacks containing the ordinary articles which are not included in the sacks with white labels;
- d) in green, for sacks containing only empty sacks returned to origin.

6. Sacks containing mixed ordinary articles (letters, post cards, and other articles) must be provided with a white label.

7. The notation "Newspapers and periodicals" or the indication "Jx" must be marked on the white label of sacks forwarded by surface, when these sacks contain only articles of that category.

8. The use of vermilion red, white, light blue, and green labels is obligatory.

9. A white label may also be used jointly with a tag measuring 5 x 3 centimeters in one of the colors mentioned in § 5.

10. The labels bear the printed indication, in small Latin characters, of the name of the office of origin and, in bold Latin characters, of the name of the office of destination, preceded by the words "de" (from) and "pour" (for), respectively, and also the indication of the transmission route—with the name of the vessel, if the mails are carried by sea. The name of the office of destination is also printed, vertically, in small characters, on each side of the label eyelet. In exchanges between distant countries not effected by direct maritime

services, and in relations with other countries which expressly request it, those indications are completed by the notation of the date of dispatch, number of the mail, and the port of unloading.

11. Each sack in which are included one or more letters containing dangerous perishable biological substances as defined in Article 120, letter a), must be provided with an identification tag similar in color and form to the labels prescribed under Article 20, but increased in size to accommodate an eyelet. In addition to the special symbol for articles containing perishable biological substances, this tag bears the notation "Matières biologiques périssables" (Perishable biological substances) and "Dangereux en cas d'endommagement" (Dangerous if damaged).

12. Sacks must indicate legibly, in Latin characters, the office or country of origin, and bear the notation "Postes" (Posts) or any other similar notation distinguishing them as postal dispatches.

13. Intermediate offices must not place any serial number on the labels of sacks or packets of closed mails in transit.

14. Unless otherwise agreed upon, dispatches of small size or negative (Nil) dispatches are simply wrapped in strong paper in such a manner as to avoid any damage to the contents, then tied with string and sealed with wax seals, lead seals, or seals of light metal or plastic material. In case of sealing by means of lead seals or seals of light metal or plastic material, those dispatches must be made up in such a way that the string cannot be detached. When they contain only ordinary articles, they may be closed by means of gummed seals bearing the printed indication of the dispatching office or Administration. Administrations may come to agreement with one another to use the same closure for dispatches containing registered articles which, because of their small number, are transported in packets or envelopes. The addresses of the packets and envelopes must conform, in regard to the printed indications and colors, to the provisions prescribed in §§ 4 to 13 for the labels of sacks of dispatches.

15. When the number or bulk of the articles requires the use of more than one sack, separate sacks should be used, whenever possible:

- a) for letters and post cards;
- b) for other articles; separate sacks should also be used for small packets, if any; the labels of these latter sacks bear the notation "Petits paquets" (Small packets).

16. The packet or sack of registered articles, tied together with the letter bill in the manner prescribed in Article 154, § 6, is placed in one of the letter sacks or in a separate sack; the outer sack must, in every case, bear the red label. When there is more than one sack of registered articles, the additional sacks may be sent unenclosed, furnished with the red label.

17. The label of the sack or packet containing the letter bill, even if the latter is negative (Nil), is always marked with a conspicuous

letter "F", and may indicate the number of sacks composing the dispatch.

18. In accordance with § 5, a red label should not be used unless the sack contains registered articles or the letter-bill, even if the latter is negative (Nil).

19. The weight of each sack should in no case exceed 30 kilograms.

20. Whenever possible, the exchange offices enclose in their own dispatches for a certain office all the dispatches of small dimensions (packets or sacks) which reach them for that office.

21. All prints addressed to the same addressee at the same address may be enclosed in one or more special sacks. In addition to the regulation labels, which in these cases bear the letter "M", these sacks must be furnished with special labels provided by the senders of the articles and showing all the information concerning the addressee of the articles. Unless notified otherwise, the special sacks in question may contain registered articles; the latter are entered on a special list C 13 and separated from the other articles included in the dispatch. It is compulsory for the label of the special sacks containing articles liable to customs inspection to bear the green label C 1 prescribed in Article 117, § 1.

Article 157

Delivery of dispatches

1. In the absence of a special agreement between the Administrations concerned, the delivery of dispatches between two corresponding offices is effected by means of a waybill conforming to Form C 18 hereto appended. That bill is prepared in duplicate. The first copy is for the receiving office, the second for the dispatching office. The receiving office acknowledges receipt on the duplicate of the waybill.

2. When the delivery of dispatches between two corresponding offices is made through a transport service, a triplicate of the waybill may be made out for this service. In such a case, it is provided that receipt will be acknowledged by the transport office on the duplicate and by the receiving office on the triplicate.

3. Because of their internal organization, some Administrations may request that separate C 18 bills be made out for dispatches of letter mail, on the one hand, and parcel post, on the other.

4. When the delivery of dispatches between two corresponding offices takes place through the intermediary of a maritime service, the exchange office of origin may prepare a fourth copy, which the exchange office of destination returns to it after having approved it. In such case, the third and fourth copies accompany the dispatches.

5. Only the sacks and packets designated by red labels, which must be subjected to a thorough examination with regard to their closure and condition at the time of their delivery, are entered in detail on the waybill C 18. As for the other sacks and packets, whose

examination is optional, they are bulk billed by category on the above-mentioned waybill, and each category is delivered in bulk. However, interested Administrations may agree between each other that only sacks and packets designated by red labels are to be entered on the waybill.

6. Dispatches must be delivered in good condition. However, a dispatch cannot be refused because of damage or rifling. When a dispatch is received in bad condition by an intermediate office, it must be placed, just as it is, under a new cover. The irregularities are pointed out by a bulletin of verification to the offices of origin and destination of the dispatch as well as, if appropriate, to the last intermediary office which transmitted the dispatch in bad condition. The office which does the repacking must enter the particulars of the original label on the new label and stamp the latter with its date stamp, preceded by the notation "Remballé à . . ." (Repacked at . . .).

Article 158

Verification of dispatches

1. When an intermediate office has to repack a dispatch, it verifies its contents if it presumes that the latter are no longer intact. It makes up a bulletin of verification conforming to Form C 14 hereto appended, complying with §§ 4 to 6. That bulletin is sent to the exchange office from which the dispatch was received; a copy is sent to the office of origin and another is inserted in the repacked dispatch.

2. The office of destination verifies whether the dispatch is intact and whether the entries on the letter bill and on the special list of registered articles, if any, are correct. In case of the shortage of a dispatch or of one or more sacks forming part of it; of registered articles; of a letter bill; of a special list of registered articles; or when it is a question of any other irregularity, the fact is substantiated immediately by two employees. The latter make the necessary corrections on the bills or lists, taking care to strike out the erroneous particulars, if any, but in such a way as to leave the original entries legible. Except in case of an obvious error, the corrections prevail over the original declaration.

3. When an office receives letter bills or special lists which are not intended for it, it sends those documents to the office of destination or, if its regulations so prescribe, certified true copies of them.

4. The facts established are reported by means of a bulletin of verification, drawn up in duplicate, to the office of origin of the dispatch and, in case of an actual shortage, to the last intermediate office, by the first mail available after complete verification of the dispatch. The particulars of that bulletin must specify as exactly as possible which sack, packet, or article is involved.

5. In case of serious irregularities, permitting the assumption that loss or rifling occurred, the envelope or sack, as well as the string

and wax or lead seal of the closure of the packet or sack of registered articles are attached to the bulletin of verification intended for the office of origin, unless that is impossible for some reason. The same applies to the envelope or outer sack, with its string, label, wax or lead seal.

6. In the cases covered by §§ 1 to 3, the office of origin and the last intermediate exchange office, if any, may also be notified by telegram at the expense of the Administration which sends the telegram. Notification by telegraph must be made whenever the dispatch shows evident traces of rifling, in order that the dispatching or intermediate office may proceed without any delay to investigate the matter and, if necessary, to notify the preceding Administration, likewise by telegram, for a continuation of the investigation.

7. When the shortage of a dispatch is due to a failure of mails to connect, or when it is duly explained on the waybill, the issuance of a bulletin of verification is not necessary unless the dispatch does not arrive at the office of destination by the next mail.

8. Upon the arrival of a dispatch whose shortage has been reported to the office of origin and to the last intermediate exchange office, if any, a second bulletin of verification should be sent to those offices by the first mail, announcing the receipt of that dispatch.

9. The offices to which the bulletins of verification are sent, return them as promptly as possible after having examined them and made their observations, if any, thereon. If those bulletins are not returned to the Administration of origin within a period of two months, counting from the date of their issue, they are considered, until otherwise proved, as duly accepted by the offices to which they are sent. That period is increased to four months in relations with distant countries.

10. When a receiving office upon which the verification of the dispatch devolved did not transmit to the office of origin and to the last intermediate exchange office, if any, by the first mail available after verification, a bulletin reporting any irregularities, it is considered, until otherwise proved, as having received the dispatch and its contents. The same presumption exists with regard to irregularities to which no reference was made or which were reported in an incomplete manner in the bulletin of verification; the same applies when the provisions of this Article concerning the formalities to be complied with have not been observed.

11. The bulletins of verification and the attached exhibits are transmitted under registered cover by the most rapid means (air or surface). The items referred to in § 5, accompanied by a copy of the bulletin of verification, may be sent under separate registered cover by surface.

Article 159

Routing of dispatches. Trial bulletin

In order to determine the most favorable route and the time required for the transmission of a dispatch, the exchange office of origin may send to the office of destination of this dispatch, a trial bulletin conforming to Form C 27 hereto appended. The bulletin must be inserted in the dispatch and attached to the letter bill. Duly filled out by the office of destination, the trial bulletin is returned by the most rapid usual means if it concerns a surface dispatch or by air if it concerns an airmail dispatch.

Article 160

Exchange in closed mails

1. The exchange of articles in closed mails is governed by mutual agreement between the Administrations concerned.

2. It is obligatory to make up closed mails whenever one of the intermediate Administrations so requests, basing itself on the fact that the number of articles in open mail is such as to impede its operations.

3. The Administrations through whose intermediary closed mails are to be dispatched must be notified in advance in proper time.

4. In case of a change in an exchange service of closed mails established between two Administrations through the intermediary of one or more third countries, the Administration of origin of the dispatch informs the Administrations of those countries thereof.

5. If it is a question of a change in the routing of dispatches, the new route to be followed must be made known to the Administrations which effected the transit previously, while the former route is made known, as information, to the Administrations which will effect that transit in future.

Article 161

Transit in closed mails and transit in open mail

1. Administrations may dispatch to one another reciprocally, through the intermediary of one or more Administrations, both closed mails as well as articles in open mail, in accordance with the needs of the traffic and the requirements of the service.

2. The transmission of articles in open mail to an intermediate Administration must be strictly limited to cases where the preparation of closed mails, either for the country of destination itself or for a country nearer the latter, is not justified.

3. When their number permits it, articles transmitted in open mail to an Administration must be separated by countries of destination and tied together in bundles labeled with the name of each of those countries.

Article 162
Routing of mail

1. When a dispatch is composed of several sacks, the latter must, as far as possible, be kept together and forwarded by the same mail.
2. Missent articles of every kind are redirected to their destination without delay by the most rapid route.
3. The Administration of the country of origin has the option of indicating the route to be followed by the closed mails which it dispatches, provided that the use of this route does not entail any special expenses for an intermediate Administration.

Article 163
Dispatches exchanged with warships or warplanes

1. Notice must be given to the intermediate Administrations, whenever possible in advance, of the establishment of an exchange of closed mails between a Postal Administration and naval divisions or warships of the same nationality, or between one naval division or warship and another naval division or warship of the same nationality.
2. The address of such dispatches is worded as follows:

From the office of

For { the naval
 (nationality)
 division of
 (name of division)
 at
 the ship
 (nationality) (name of ship)
 at } (Country)

or

From the naval
 (nationality)
 division of
 (name of division)
 at
 From the ship
 (nationality) (name of ship)
 at } (Country)

For the office of

or

From the naval
 (nationality)
 division of
 (name of division)
 at
 From the ship
 (nationality) (name of ship)
 at } (Country)

For	the	naval	(Country)
	(nationality)		
	division of		
	(name of division)		
at			
the	ship		
(nationality)	(name of ship)		
at			

3. Unless a special route is indicated in the address, dispatches addressed to or coming from naval divisions or warships are forwarded by the most rapid routes and under the same conditions as dispatches exchanged between post offices.

4. The captain of a mail steamer which is conveying dispatches addressed to a naval division or warship holds them at the disposition of the commanding officer of the division or vessel of destination in case the latter should request their delivery en route.

5. If the ships are not at the place of destination when the dispatches addressed to them arrive there, those dispatches are held at the post office until their withdrawal by the addressee or their redirection to another point. Redirection may be requested either by the Postal Administration of origin or by the commanding officer of the naval division or vessel of destination or, finally, by a Consul of the same nationality.

6. Those of the dispatches in question which bear the notation "Aux soins du Consul d . . ." (In care of the Consul of . . .) are delivered to the Consulate indicated. Subsequently, at the request of the Consul, they may be turned back to the postal service and returned to origin or forwarded to another destination.

7. Dispatches addressed to a warship are considered as being in transit up to the time of their delivery to the commanding officer of that ship, even if they were originally addressed in care of a post office or to a Consul charged with serving as intermediate forwarding agent; they are therefore not considered as having arrived at their address as long as they have not been delivered to the warship of destination.

8. Upon agreement between the Administrations concerned, the above-mentioned procedure is likewise applicable to dispatches exchanged with warplanes, should the occasion arise.

Article 164

Return of empty sacks

1. Unless otherwise agreed upon between the corresponding Administrations, sacks must be returned empty, by the next mail, in a direct dispatch for the country to which those sacks belong. The number of sacks returned by each dispatch should be entered under the heading "Indications de service" (Service information) of the letter bill, except when Article 153, § 2, letter b), at the end, is applied.

prescribing that only red-label sacks are to be entered on Table II of the letter bill.

2. The return is effected between the exchange offices designated for that purpose. The Administrations concerned may come to agreement as to the methods for the return. In long distance relations they should, as a general rule, designate only a single office charged with receiving the empty sacks which are returned to them.

3. The empty sacks should be rolled up in suitable bundles; the label blocks as well as the labels of canvas, parchment, or other strong material, if any such are used, should be placed inside the sacks. The bundles should be furnished with a label indicating the name of the exchange office from which the sacks were received whenever they are returned through the intermediary of another exchange office.

4. If the empty sacks to be returned are not too numerous, they may be placed inside the sacks containing articles of letter mail; otherwise, they must be placed separately in sealed sacks, or unsealed sacks (in relations with Administrations that have agreed to this point), labeled with the names of the exchange offices. The labels must bear the notation "Sacs vides" (Empty sacks).

5. If the check made by an Administration establishes that sacks belonging to it have not been returned to its service within a period greater than that which is necessitated by the time required for the transmissions (outgoing and return), it is entitled to claim reimbursement of the value of the sacks prescribed in § 6. Such reimbursement cannot be refused by the Administration concerned unless it is in a position to prove the return of the missing sacks.

6. Each Administration establishes, periodically and uniformly for all the various sacks which are used by its exchange offices, an average value in francs, and makes it known to the Administrations concerned through the intermediary of the International Bureau.

TITLE V PROVISIONS CONCERNING TRANSIT CHARGES

CHAPTER I STATISTICAL OPERATIONS

Article 165

Period and duration of the statistics

1. The transit charges prescribed in Article 47 of the Convention and the Articles immediately following it are established on the basis of statistics taken once every three years, and alternately during the first fourteen or twenty-eight days which follow the 1st of May or during the first fourteen or twenty-eight days which follow the 14th of October.

2. The statistics are compiled during the second year of each triennial period.

3. Dispatches made up on board ships are included in the statistics if they are unloaded during the statistical period.

4. Unless otherwise agreed upon between the Administrations concerned, airmail dispatches conveyed by surface means over part of their route are likewise included in the statistics.

5. The October–November 1964 statistics apply, according to the provisions of the Convention of Ottawa 1957,[¹] to the years 1963, 1964 and 1965; those of May 1967 apply to the years 1966, 1967 and 1968.

6. The annual payments of transit charges to be made on the basis of certain statistics should be continued provisionally until the accounts made up in accordance with the following statistics are approved or considered as automatically accepted (Article 173). Adjustment of the payments made provisionally is undertaken at that time.

Article 166

Preparation and designation of closed mails during the statistical period

1. During the statistical period, all the dispatches exchanged in transit must be furnished, in addition to the ordinary labels, with a special label bearing, in conspicuous characters:

- the number and date of the make-up of the dispatch,
- the notation "Statistique" (Statistics), followed by the indication "5 kilograms," "15 kilograms," or "30 kilograms," depending on the weight category (Art. 167, § 1).

Except for these special indications, dispatches exchanged in transit must be made up in the normal manner, as provided by Article 156, § 4.

2. Insofar as it concerns sacks which contain only empty sacks or correspondence exempt from all transit charges (Article 48 of the Convention), the notation "Statistique" (Statistics) is followed by the word "Exempt".

3. The letter bill of the last dispatch forwarded during the statistical period must include the notation "Dernier envoi de la période de statistique" (Last mail of the statistical period). When the dispatching office has been unable to furnish this information, particularly because of the uncertainty of connections, it notifies the office of destination as soon as possible, by the most rapid means (air or surface), of the date and number of the last dispatch included in the statistics.

¹ TIAS 4202; 10 UST 683.

Article 167

Verification of the number of sacks and the weight of the closed mails

1. For dispatches which call for the payment of transit charges, the dispatching exchange office uses a special letter bill conforming to Form C 15 hereto appended. It enters on this letter bill the number of sacks, dividing them, should the occasion arise, into the following categories:

Number of sacks whose gross weight		
does not exceed 5 kg. (light sacks)	exceeds 5 kg. but not 15 kg. (medium sacks)	exceeds 15 kg. but not 30 kg. (heavy sacks)
1	2	3

Number of sacks exempt from transit charges

2. The number of sacks exempt from transit charges should be the total of those which bear the indication "Statistique—Exempt" (Statistics—Exempt), in accordance with the provisions of Article 166, § 2.

3. The entries on the letter bills are verified by the exchange office of destination. If that office detects an error in the numbers entered, it corrects the bill and reports the error immediately to the dispatching exchange office by means of a bulletin of verification conforming to Form C 16 hereto appended. However, with regard to the weight of a sack, the declaration of the dispatching exchange office is considered as valid, unless the actual weight exceeds by more than 250 grams the maximum weight of the category in which that sack was entered.

Article 168

Preparation of statements for closed mails

1. As soon as possible after the receipt of the last dispatch made up during the statistical period, the offices of destination draw up, in as many copies as there are transit Administrations plus one (for the country of origin), statements conforming to Form C 17 hereto appended, and transmit those statements, which should indicate to the fullest extent possible the details of the route followed and the services utilized, to the exchange offices of the dispatching Administration

in order to be endorsed with their acceptance. Airmail is used when it presents an advantage. After having accepted the statements, the exchange offices transmit them to their central Administration which distributes them among the intermediary Administrations.

2. If, within a period of three months (four months in exchanges with distant countries), counting from the date of dispatch of the last mail to be included in the statistics, the exchange offices of the dispatching Administration have not received the number of statements indicated in § 1, those offices draw up the said statements themselves on the basis of their own records, and enter on each of them the notation "Les relevés C 17 du bureau destinataire ne sont pas parvenus dans le délai réglementaire" (The C 17 statements from the office of destination did not arrive within the prescribed period). They then transmit them to their central Administration, which distributes them among the Administrations concerned.

3. If, within a period of six months after the expiration of the statistical period, the dispatching Administration has not distributed the C 17 statements among the Administrations of the intermediate countries, the latter make them up without further formality on the basis of their own records. Those documents, furnished with the notation "Etabli d'office" (Made up officially), must obligatorily be attached to the C 20 account transmitted to the dispatching Administrations, in accordance with the provisions of Article 173, § 7.

Article 169

Closed mails exchanged with warships or warplanes

1. It is incumbent upon the Postal Administrations of countries to which warships or warplanes belong to draw up the C 17 statements relative to the mails dispatched or received by those ships or planes. Mails dispatched to warships or warplanes during the statistical period must show, on the labels, the date of dispatch.

2. If such mails are redirected, the redirecting Administration so informs the Administration of the country to which the ship or plane belongs.

Article 170

Transit bulletin

1. For the purpose of obtaining all the information required for the preparation of the C 17 statements, the Administration of destination may ask the Administration of origin to send, with each dispatch, a green-colored bulletin conforming to Form C 19 hereto appended. This request should reach the Administration of origin three months before the beginning of the statistical operations.

2. The transit bulletin should only be used if, during the statistical period, the route followed by the dispatches is uncertain or the transport services used are unknown to the Administration of destination.

Before requesting the preparation of the bulletin, that Administration should satisfy itself that it has no other means of finding out the routing of the dispatches it receives.

3. Exceptionally, the Administration of origin may, without a formal request from the Administration of destination, send a transit bulletin with its dispatches when it cannot ascertain in advance the route they will follow.

4. The presence of a transit bulletin accompanying a dispatch must be indicated by the notation "C 19" entered in bold characters:

- a) at the top of the letter bill of that dispatch,
- b) on the special "Statistique" (Statistics) label of the sack containing the letter bill,
- c) in the "Observations" column of the C 18 delivery list.

5. The transit bulletin attached to the C 18 delivery list must be transmitted unenclosed, with the dispatches to which it relates, to the various services which participate in the conveyance of those dispatches. In each transit country concerned, the exchange offices of entry and departure, to the exclusion of any other intermediate office, enter on the bulletin the information concerning the transit effected by them. The last intermediate exchange office transmits the C 19 bulletin to the office of destination, which indicates thereon the exact date of arrival of the dispatch. The C 19 bulletin is returned to the office of origin in support of the C 17 statement.

6. When a transit bulletin whose transmission is indicated on the delivery list or on the special "Statistique" (Statistics) labels is missing, the intermediate exchange office or the exchange office of destination that notices the absence is bound to make inquiry about it without delay of the preceding exchange office; nevertheless, without waiting any longer, the intermediate exchange office prepares a new bulletin bearing the notation "Etabli d'office par le bureau de" (Prepared officially by the office of) and transmits it with the dispatch. When the C 19 bulletin prepared by the office of origin reaches the office that had inquired about it, the latter sends it directly, in a sealed envelope, to the office of destination, after having endorsed it accordingly.

Article 171

Transmission of Forms C 16, C 17 and C 19. Exceptions

1. Each Administration has the option of notifying the other Administrations, through the intermediary of the International Bureau, that the C 16 bulletins of verification, the C 17 statements, and the C 19 transit bulletins should be addressed to its central Administration.

2. The latter, in that case, takes the place of the exchange offices in preparation of the C 17 statements, in accordance with the provisions of Article 168, § 2.

Article 172

Extraordinary services

Only the automobile services between Syria and Iraq are considered as extraordinary services, calling for the collection of special transit charges.

CHAPTER II

PREPARATION, SETTLEMENT AND REVISION OF ACCOUNTS

Article 173

Preparation, transmission and approval of transit charge accounts

1. For the preparation of transit accounts, the light, medium or heavy sacks, as defined in Article 167, are considered as having the average weights of 3, 12 and 26 kilograms, respectively.

2. The total amounts of the credits for closed mails are multiplied by 26 or 13, as the case may be, and the product serves as basis for the individual accounts, showing, in francs, the annual sums accruing to each Administration.

3. If the use of the multiplier 26 or 13 does not yield a result which corresponds to the normal traffic, each Administration concerned may ask for the adoption of another multiplier. This new multiplier is valid during the years to which the statistics apply.

4. In the absence of agreement on the new multiplier, an Administration which considers itself aggrieved may, provided that it furnishes all the necessary supporting evidence, submit the question to the International Bureau or to a Committee of Arbitration for the purposes laid down in Article 50, § 3, of the Convention.

5. However, in the absence of a special agreement between the interested Administrations, a new multiplier can be adopted only if the established difference between the average traffic as shown by the statistics and the actual traffic involves a modification of more than 5,000 francs per annum in the transit charge account, to the exclusion of any other condition.

6. The obligation of preparing the accounts is incumbent upon the creditor Administration, which transmits them to the debtor Administration.

7. The individual accounts are prepared in duplicate, on a form conforming to Form C 20 hereto appended, and on the basis of the C 17 statements. They are transmitted to the dispatching Administration as soon as possible, and at the latest within ten months following the expiration of the statistical period. The C 17 statements are furnished in support of the C 20 account only if they were made up

officially by the intermediate Administration (Article 168, § 3), or at the request of the dispatching Administration.

8. If the Administration which sent the individual account has not received any corrective notice within three months, counting from the date of transmission, that account is considered as automatically accepted.

Article 174

Annual general liquidation account. Intervention of the International Bureau

1. The fundamental document serving as a basis for the settlement of transit charges between Administrations is the general liquidation account, drawn up annually by the International Bureau.

2. As soon as the individual accounts between two Administrations are approved or considered as automatically accepted (Article 173, § 8,) each of those Administrations transmits to the International Bureau without delay a statement conforming to Form C 21 hereto appended, indicating the total amounts of those accounts. At the same time, a copy of the statement is transmitted to the Administration concerned.

3. A C 21 statement is prepared for each of the 3 years to which the statistics apply.

4. In case of differences between the corresponding particulars furnished by two Administrations, the International Bureau invites them to come to an agreement and to inform it of the sums definitely agreed upon.

5. When only one Administration has furnished the C 21 statements, the International Bureau informs the other Administration concerned thereof and informs it of the amounts of the C 21 statements received. If, within a month, counting from the date of transmission of the statements, no observation has been made to the International Bureau, the amounts of these statements are considered as automatically accepted.

6. In the case prescribed in Article 173, § 8, the statements must bear the notation "Aucune observation de l'Administration débitrice n'est parvenue dans le délai réglementaire" (No observation received from the debtor Administration within the prescribed period).

7. The International Bureau prepares, at the end of each year, on the basis of the statements which reached it up to that time and which are considered as fully accepted, an annual general liquidation account of the transit charges. If the occasion arises, it complies with Article 165, § 6, for the annual payments.

8. The liquidation account indicates:

- a) the debit and credit of each Administration;
- b) the debit or credit balance of each Administration;

- c) the sums to be paid by the debtor Administrations;
- d) the sums to be received by the creditor Administrations.

9. The International Bureau sets off the various balances against one another, so as to keep the number of payments to be made down to a minimum.

10. The annual general liquidation accounts must be transmitted to the Administrations by the International Bureau as soon as possible, and at the latest before the expiration of the first quarter of the year which follows that of their preparation.

11. Exceptionally, two Administrations may, if they consider it essential, agree to settle their accounts directly between themselves. In this case, their C 21 statements sent to the International Bureau bear the notation "Compte réglé à part—à titre d'information" (Account settled separately—as information) and are not included in the annual general liquidation account.

Article 175

Payment of transit charges

1. If payment of the balance resulting from the annual general liquidation of the International Bureau is not made one year after the expiration of the prescribed period (Article 103, §§ 12 and 13), it is permissible for the creditor Administration to report that fact to the Bureau, which invites the debtor Administration to pay within a period of not more than four months.

2. If the payment of the sums due is not effected at the expiration of this new period, the International Bureau enters those sums in the next annual general liquidation account, to the credit of the creditor Administration. In such case, compound interest is due; i.e., the interest is added to the principal at the end of each year, until full payment has been made.

3. In case of the application of the provisions of § 2, the general liquidation account in question and those of the following four years should not, insofar as possible, contain in the balances resulting from the setoff table any sums to be paid by the defaulting Administration to the creditor Administration concerned.

Article 176

Revision of transit charge accounts

1. When a Postal Administration finds that the actual traffic differs quite considerably from that as shown by the statistics, it may request that the results of the transit charge statistics be revised.

2. Administrations may agree among themselves to carry out such a revision.

3. In the absence of such an agreement, each Administration may, in the following cases, ask for the taking of special statistics with a view to the revision of accounts:

- a) use of air instead of surface means for the conveyance of dispatches;
- b) an important change in the routing of dispatches by surface means from one country for one or more other countries;
- c) verification, by an intermediate Administration, during a period of one year following the statistical period, that between the dispatches sent by an Administration during the statistical period and the normal traffic there is a difference of at least 20 percent in the total weights of the dispatches forwarded in transit, these weights being calculated by multiplying the number of sacks in each category by the corresponding average weights;
- d) verification, by an intermediate Administration, at any time during the period of the applicability of the statistics, that the total weight of the dispatches in transit has increased by at least 50% or decreased by at least 50% as compared with the results of the last statistics, this total weight being calculated by multiplying the number of sacks in each category by the corresponding average weights.

4. The special statistics will cover either all or only part of the traffic, depending on the circumstances.

5. Also in the absence of an agreement, the results of special transit statistics, established on the basis of § 3, are taken into consideration only if they affect by more than 5,000 francs per annum the accounts between the Administration of origin and the Administration concerned.

6. The modifications resulting from the application of §§ 3 and 5 must affect the liquidation accounts of the Administration of origin with the Administrations which effected the transit previously and those effecting it since the modification occurred, even when the modification in the accounts does not attain the prescribed minimum for certain Administrations.

7. By exception to the provisions of Sections 3, 5 and 6, and in case of a complete and permanent diversion of dispatches from an intermediate country by another country, the transit charges due by the Administration of origin, on the basis of the last statistics, to the country which effected the transit previously, must, unless there is a special agreement, be paid by the Administration concerned to the new transit country, beginning with the date on which the said diversion was established.

TITLE VI
MISCELLANEOUS PROVISIONS

SOLE CHAPTER

Article 177

Routine correspondence between Administrations

The Administrations have the option of using, for the exchange of their routine correspondence, a form conforming to Form C 29 hereto appended.

Article 178

Characteristics of postage stamps and postage-paid impressions

1. Impressions produced by postage meters must be bright red, regardless of the value which they represent.

2. Postage stamps and impressions of postage meters used by individuals possessing a permit from the Postal Administration of the country of origin must indicate, in Latin characters, the country of origin and denote their prepayment value in accordance with the Digest of Equivalents. The number of monetary units or fractions of the monetary unit serving to express this value is indicated in Arabic figures. The postage-paid impressions used by the Postal Administrations themselves must show the same indications as those of private individuals possessing a permit from the Administration or, in lieu thereof, the indication of the country of origin and the notation "Taxe perçue" (Postage collected), "Port payé" (Postage paid), or a similar expression. That notation may be in French or in the language of the country of origin; it may also be abbreviated, e.g.: "T.P." or "P.P."

3. As for articles prepaid by means of indicia, printed or otherwise obtained (Article 20 of the Convention), the indications of the country of origin and of the prepayment value may be replaced by the name of the office of origin and the notation "Taxe perçue" (Postage collected), "Port payé" (Postage paid), or a similar expression. That notation may be in French or in the language of the country of origin; it may also be abbreviated, e.g.: "T.P." or "P.P.". In all cases, the indication adopted must be encircled or underscored with a heavy line.

4. Commemorative or charity postage stamps, for which an additional charge is to be paid independently of the prepayment value, must be designed in such a way as to avoid any doubt as to that value.

5. Postage stamps may be given distinctive markings by means of perforations made with a punch or embossed impressions made with an embossing press, in accordance with the conditions established by the Administration which issued them, provided that such operations do not interfere with the clarity of the indications prescribed in § 2.

Article 179

Presumed fraudulent use of postage stamps and postage-paid impressions

1. Subject expressly to the provisions of the legislation of each country, the procedure set forth below is followed to establish the fraudulent use, for the purpose of prepayment, of postage stamps and of impressions of postage meters or of printed indicia:

- a) when, at the time of dispatch, either a postage stamp, or a postage-meter impression, or printed indicia on any item causes fraudulent use to be suspected (presumption of counterfeiting or re-use), the stamp is not tampered with in any way and the article, accompanied by a notice conforming to Form C 10 hereto appended, is sent under official registered cover to the office of destination. A copy of that notice is transmitted to the Administrations of the countries of origin and destination, as information;
 - b) the article is delivered to the addressee, who is summoned to verify the fact, only if he pays the postage due, furnishes the name and address of the sender, and places at the disposal of the postal service, after having taken note of the contents, either the entire article, if it is inseparable from the presumed evidence of the violation, or the part of the article (envelope, wrapper, portion of letter, etc.) which contains the address and the impression or stamp reported as questionable. The result of the summons is set forth in an official report conforming to Form C 11 hereto appended, signed by the postal employee and by the addressee. If the latter refuses, the fact is noted on that document.
2. The official report, with supporting exhibits, is transmitted under official registration to the Administration of the country of origin, which takes the necessary action thereon in accordance with its legislation.
3. Administrations whose legislation does not permit the procedure prescribed in § 1, letters a) and b), should inform the International Bureau to that effect, in order that the other Administrations may be notified.

Article 180

International reply coupons

1. International reply coupons conform to Form C 22 hereto appended. They are printed on paper which has, in watermark, the letters UPU in large characters, through the good offices of the International Bureau, which furnishes them to the Administrations.

2. Each Administration has the option:

- a) of giving the coupons a distinctive perforation which does not interfere with the reading of the text and is not of a nature to hinder the verification of those coupons;
- b) of modifying, by hand or by means of a printing process, the selling price indicated on the coupons.

3. In the liquidation accounts between Administrations, the value of the coupons is calculated at the rate of 40 centimes each.

4. The period for the exchange of reply coupons is unlimited. Post offices make certain of the genuineness of the coupons at the time of their exchange and check especially the presence of the watermark. The reply coupons may bear the impression of the office belonging to the issuing Administration. Reply coupons whose printed text does not agree with the official text are refused as invalid. The exchanged reply coupons are stamped with the date stamp of the office which effects their exchange.

5. Unless otherwise agreed upon, exchanged reply coupons are sent every two years, at the latest within six months after the expiration of this period, to the Administrations which issued them, with the indication of their total number and value on a statement conforming to Form C 23 hereto appended. However, if the number of reply coupons exchanged is less than a hundred, transmission to the issuing Administrations may be deferred until the end of a four-year period.

6. Reply coupons erroneously charged to the account of an Administration other than the issuing Administration may be included in the account made up for the latter by the Administration which received them through error; they are then furnished with a corresponding notation. This adjustment may be effected at the following accounting period, in order to avoid a supplementary account.

7. As soon as two Administrations have agreed as to the number of reply coupons exchanged in their reciprocal relations, they each make up and transmit to the International Bureau a statement conforming to Form C 24 hereto appended, showing the debit or credit balance, if that balance exceeds 50 francs and if a special settlement has not been arranged between the two countries. At the same time, a copy of the statement C 24 is sent to the Administration concerned. If no agreement is reached within six months, the creditor Administration prepares its account and sends it to the International Bureau.

8. If only one of the Administrations furnishes its statement, the particulars of that statement are considered as valid.

9. The balance is included by the International Bureau in a biennial liquidation account; the special provisions prescribed in Article 175 are applicable.

10. When the biennial balance between two Administrations does not exceed 50 francs, the debtor Administration is exempted from any payment.

Article 181

Accounting of customs charges, etc. with the Administration of mailing of articles free of charges

1. The accounting of the customs charges, etc., paid out by each Administration on behalf of another, is effected by means of individual monthly accounts conforming to Form C 26 hereto appended, which are prepared by the creditor Administration in the currency of its country. The B parts of the prepayment bulletins which it retained are entered in the alphabetical order of the offices which advanced the charges and in accordance with the numerical order which was given to them.

2. If the two Administrations concerned also carry out the parcel post service in their reciprocal relations, they may include in the accounts of the customs charges, etc., of this latter service those relating to the regular mail service, unless notified otherwise.

3. The individual account, accompanied by the B parts of the prepayment bulletins, is transmitted to debtor Administration, at the latest by the end of the month following the one to which it relates. No negative (Nil) account is made up.

4. Auditing of the accounts takes place under the conditions established by the Regulations of Execution of the Agreement Concerning Money Orders and Postal Travelers Checks.

5. The accounts call for a special settlement. Each Administration may, however, request that such accounts be settled with the money order, parcel post CP 16, or finally, with the C.O.D. R 5 accounts, without being incorporated in them.

Article 182

Forms for use by the public

For the application of the provisions of Article 11, § 2, of the Convention, the following forms are considered as forms for use by the public:

- C 1 (Customs label),
- C 2 (Customs declaration),
- C 3 (Prepayment bulletin),
- C 5 (Return receipt),
- C 6 (Forwarding envelope),
- C 7 (Request for withdrawal,
for change of address,
for cancellation or modification of the amount of the C.O.D.
charges),
- C 8 (Inquiry concerning an ordinary article),
- C 9 (Inquiry concerning a registered article, etc.),
- C 22 (International reply coupon),
- C 25 (Postal identity card).

THIRD PART**PROVISIONS CONCERNING AIR CONVEYANCE****CHAPTER I****REGULATIONS FOR DISPATCHING AND ROUTING****Article 183****Designation of surcharged airmail correspondence**

Surcharged airmail correspondence must bear, at the time of mailing, preferably in the upper left-hand corner of the address side, a special blue label or an impression in the same color containing the words "Par avion" (Via airmail), with an optional translation into the language of the country of origin.

Article 184**Deletion of the notations "Par avion" (Airmail)
and "Aérogramme" (Air letter)**

1. The notation "Par avion" (Via airmail) and any notation relative to air transport must be crossed out by means of two heavy horizontal lines when unpaid or underpaid surcharged airmail correspondence is forwarded or when unpaid or underpaid surcharged airmail correspondence is redirected or returned to origin by means of transport normally used for unsurcharged correspondence; in the first case, the reasons must be briefly indicated.

2. The notation "Aérogramme" (Air letter) must be crossed out by means of two heavy horizontal lines in the event of transmission by surface in implementation of Article 53 of the Convention.

Article 185**Airmail inserted in surface dispatches**

1. Article 155 applies to airmail correspondence enclosed in surface dispatches. The labels of the bundles must bear the notation "Par avion" (Via airmail).

2. In case registered airmail correspondence is included in surface dispatches, the notation "Par avion" (Via airmail) must be entered on the letter bill at the place prescribed in Article 155, § 3, for the notation "Exprès" (Special Delivery).

3. If it is a question of insured airmail correspondence included in surface dispatches, the notation "Par avion" (Via airmail) is entered in the "Observations" column of the insured bills, opposite the entry of each of them.

Article 186**Airmail in transit in open mail. Making special bundles**

1. Airmail correspondence forwarded in transit in open mail in an airmail or surface dispatch for onward transmission by air by the

country of destination of the dispatch, is placed together in a special bundle bearing a label conforming to Form AV 10 hereto appended.

2. The country of transit may request that special bundles be made up according to country of destination; in such case, each bundle is furnished with a label bearing the notation "Par avion pour" (Via airmail for . . .).

Article 187

Designation of airmail dispatches

1. Airmail dispatches must be enclosed in sacks which are either all blue or have wide blue stripes. Jacket-envelopes conforming to Form AV 9 annexed, made either of strong blue paper, or of plastic or some other suitable material and bearing a blue label may be used for ordinary or registered airmail correspondence sent in small quantities.

2. The letter bills and dispatch bills accompanying airmail dispatches must be furnished, in the heading, with a "Par avion" (Via airmail) label or with the impression mentioned in Article 183; the same label or impression is affixed on the labels or addresses of these dispatches.

3. The makeup and text of the labels of airmail sacks must conform to Form AV 8 hereto appended.

Article 188

Verification of the weight of airmail dispatches

1. The number of the dispatch and the gross weight of each sack, jacket, or packet forming a part of this dispatch, as well as the category of the articles (LC or AO) enclosed therein, are indicated on the label or on the outside address.

2. If both categories of articles, LC and AO, are placed together in one and the same container, the weight of each of them must be indicated, in addition to the total weight, on the label or on the outside address; the weight of the outer container is added to the weight of the articles benefiting from the lowest transport rate which are enclosed in the container. In case a collective sack is used, the weight of that sack is not taken into consideration.

3. The number of the dispatch, the weight, per category of articles, of each sack, jacket, or packet, and all other useful particulars appearing on the label or on the outside address, must be entered on the AV 7 form when the dispatch is conveyed by an international air service. However, in relations between Administrations which have declared themselves in agreement on that matter, the indication of the total weight of each category of articles may replace the weight, per category of articles, of each sack, jacket, or packet.

4. Any intermediate office or office of destination which detects errors in the particulars appearing on the AV 7 form must report them

immediately, by bulletin of verification C 14, to the last dispatching exchange office and to the exchange office which made up the dispatch.

5. The weight of the airmail dispatch or, if appropriate, that of each of the two categories, LC and AO, is rounded off to the higher or lower hectogram, depending on whether the fraction of the hectogram exceeds 50 grams or not; the weight of airmail dispatches weighing 50 grams or less is indicated by a zero (0). If the weight of each category is less than 50 grams, but the total weight exceeds 50 grams, that of the category with the greatest weight is rounded off to the hectogram.

6. If the intermediate office verifies that the actual weight of one of the sacks composing a dispatch differs by more than 100 grams from the weight announced, it corrects the label and reports the error immediately to the dispatching exchange office by bulletin of verification C 14; in the case of a sack containing several categories of articles, the correction is made in the category whose weight is the greatest. If the discrepancies verified remain within the limits mentioned above, the indications of the dispatching office are considered as valid.

7. Unless notified otherwise by the Administrations concerned, dispatches may be enclosed in another dispatch of the same kind, that is to say, containing articles of the same category (LC or AO).

8. Ordinary airmail correspondence mailed after the mails have closed at post offices established in airports is dispatched by planes which are about to leave, and enclosed in AV 9 jackets addressed to the exchange offices of destination and entered on AV 7 lists.

Article 189

Airmail in transit in open mail. Statistical operations

1. The payments for air transport of airmail correspondence in transit in open mail prescribed in Article 65 are calculated on the basis of statistics taken during the following periods:

- for the months from January to June, from May 2nd to 15th,
- for the months from July to December, from October 15th to 28th.

2. During the statistical period, airmail correspondence in transit in open mail is accompanied by statements conforming to Form AV 2 hereto appended, specially numbered during each period, in two consecutive series, one for unregistered articles, the other for registered articles. The AV 2 statements are made out and checked as prescribed in Article 190 but the label on the bundle and the AV 2 statement are overprinted with the letter "S".

3. Every Administration dispatching airmail correspondence in transit in open mail is required to inform the intermediate Administrations of any change occurring during an accounting period, in the provisions made for the exchange of this correspondence. As a general rule, such changes have no effect on the payments due for the

period in question. Nevertheless, if as a result there is a variation of at least 20% and which exceeds 500 francs in the total of the sums to be paid semi-annually by the dispatching Administration to the intermediary Administration, these Administrations, at the request of one or the other, may agree to the adoption of a special multiplier which is valid only for the half-year during which the change took place.

Article 190

Dispatch of airmail in transit in open mail.

Preparation and verification of AV 2 statements

1. Correspondence in transit in open mail, intended to be given onward transmission by air and included in a surface dispatch or an airmail dispatch, is placed together in special bundles labeled "Par avion" (Via airmail). When such correspondence is accompanied by AV 2 statements, one for unregistered articles and another for registered articles, its weight is entered separately for each country of destination or group of countries for which transport charges are uniform. The letter bill is furnished with the notation "Bordereau AV 2" (AV 2 bill). Administrations of transit have the option of requesting the use of special AV 2 bills, listing the most important countries or groups of countries in a fixed order.

2. The weight of each category of correspondence in open mail for each country and, should the occasion arise, for each group of countries, is rounded off to the higher or lower decagram, depending on whether the fraction of the decagram exceeds 5 grams or not.

3. If the intermediate office verifies that the actual weight of the correspondence in open mail differs by more than 20 grams from the weight announced, it corrects the AV 2 bill and reports the error immediately to the dispatching exchange office by bulletin of verification. If the discrepancies verified remain within the limit mentioned above, the indications of the dispatching office are considered as valid.

4. In case of the absence of the AV 2 bill, the surcharged airmail correspondence must be given onward transmission by air, unless the surface means are faster; if necessary, the AV 2 bill is made up without further formality and the irregularity forms the subject of a C 14 bulletin against the office of origin.

Article 191

Airmail in transit in open mail excluded from the statistical operations

1. Airmail correspondence in transit in open mail which is excluded from the statistical operations in compliance with Article 65, § 4, of the Convention and for which accounts are prepared on the basis of the actual weight must be accompanied by AV 2 bills numbered according to a consecutive annual series, which are prepared and checked in the manner prescribed in Article 190.

2. Airmail correspondence mailed on board a ship on the high seas, prepaid by means of postage stamps of the country to which the ship belongs or under whose jurisdiction it comes, must be accompanied, at the time of its delivery in open mail to the Administration in an intermediate port of call, by an AV 2 bill, or, if the ship is not equipped with a post office, by a statement of weight, which must serve as basis for the intermediate Administration in claiming remuneration for the air transport. The AV 2 bill, or the statement of weight, must include the weight of the correspondence for each country of destination, the date, name, and flag of the ship, and be numbered according to a consecutive annual series for each ship; those particulars are verified by the office to which the correspondence is delivered by the ship.

Article 192

Delivery list

1. Dispatches to be delivered at the airport are accompanied, in five copies at the most for each air stop, by a white delivery list conforming to Form AV 7 hereto appended.

2. One copy of the AV 7 delivery list, signed by the representative of the air carrier charged with the ground service, is retained by the dispatching office; the other four copies are delivered to the carrier for the following purposes:

- the first, duly signed at the airport of unloading as a receipt for the dispatches, is retained by the personnel on board on behalf of their company;
- the second accompanies the dispatches to the post office to which the delivery list is addressed;
- the third is retained at the airport of loading, by the airline charged with the ground service;
- the fourth is delivered, at the airport of unloading, to the airline charged with the ground service at that airport.

3. When airmail dispatches are transmitted by surface means to an intermediary Administration to be reforwarded by air, they are accompanied by an AV 7 delivery list, for the benefit of the intermediary office.

Article 193

Collective sacks

1. When the number of light-weight sacks, jackets, or packets to be conveyed on one and the same air route justifies it, the post offices charged with the delivery of the airmail dispatches to the airline effecting the conveyance prepare, insofar as possible, collective sacks.

2. The labels of the collective sacks must bear, in conspicuous characters, the notation "Sac collecteur" (Collective sack); the Ad-

ministrations concerned come to agreement with one another as to the address to place on those labels.

3. The dispatches enclosed in a collective sack must be entered individually on the AV 7 list, with indication that they are contained in a collective sack.

Article 194

Transfer of airmail dispatches

1. Barring a special agreement between the Administrations concerned, the transfer of dispatches en route, at one and the same airport, is effected by the Administration of the country where that transfer takes place; this rule does not apply when the transfer is effected between planes of two successive lines of the same carrier.

2. The Administration of the country of transit may authorize direct transfer from plane to plane; in such case, the carrier is bound to send a document with all the details concerning the operation to the exchange office of the country where the transfer takes place.

Article 195

Return of empty airmail sacks

1. Empty airmail sacks should be returned to the Administration of origin in accordance with the rules of Article 164. However, the formation of special dispatches is obligatory as soon as ten empty sacks have accumulated.

2. Special dispatches, with their particulars entered on lists conforming to Form AV 7 S hereto appended, shall be made up for empty airmail sacks returned by air.

3. By previous agreement, an Administration may use sacks belonging to the Administration of destination to make up its dispatches.

Article 196

Measures to be taken in case of an interruption in flight or the diversion of dispatches

1. When the flight of a plane is interrupted for a period of time liable to cause a delay to the mail or when, for any cause whatsoever, it delivers the mail to an airport other than that indicated on the AV 7 bill, the dispatches are taken in charge by the employees of the Administration of the country where the stop is made. These employees reforward them by the most rapid means (air or surface).

2. In such cases, the office which carried out the onward transmission must advise the office of origin of each dispatch by bulletin of verification, indicating in particular the air service which delivered the dispatch and that used for the reforwarding to destination.

Article 197**Measures to be taken in case of an accident**

1. When, as result of an accident which occurred during transportation, a plane cannot continue on its trip and deliver the mail at the scheduled stops, the personnel of the plane must deliver the dispatches to the post office nearest the place of the accident or to the one most qualified for the onward transmission of the mail. In case the plane personnel is unable to do this, that office, informed of the accident, intervenes without delay to obtain possession of the mail and to reforward it to destination by the most rapid means after the condition of the mail has been verified and the damaged correspondence, if any, repaired.

2. The Administration of the country where the accident occurred must inform all the Administrations of the preceding stops, by telegram, what happened to the mail, and they, in turn, notify by telegram all the other Administrations concerned.

3. Administrations which loaded mail on the plane involved in the accident must send a copy of the AV 7 delivery lists to the Administration of the country where the accident occurred.

4. The qualified office then reports in detail the circumstances of the accident and of the findings made, by bulletins of verification, to the offices of destination of the dispatches involved in the accident; a copy of each bulletin is transmitted to the offices of origin of the corresponding dispatches and another to the Administration of the country under whose jurisdiction the air carrier comes. Those documents are sent by the most rapid means (air or surface).

CHAPTER II**ACCOUNTING, SETTLEMENT OF ACCOUNTS****Article 198****Methods of accounting of the remuneration due for air transport**

1. The accounting of the remuneration due for air transport is effected in conformance with Articles 64 and 65 of the Convention. The period covered by the accounting may be one month or three months, at the option of the creditor Administration.

2. By exception to the provisions of § 1, Administrations may, by mutual agreement, decide that the settlement of airmail accounts shall take place on the basis of statistical statements; in such case, they themselves determine the methods for the taking of the statistics and preparation of the accounts.

Article 199**Methods of accounting of the surface transit charges relating to airmail dispatches**

If airmail dispatches transported by surface are not included in the statistics mentioned in Article 165, the territorial or maritime transit charges relating to those airmail dispatches are prepared on the basis of their actual gross weight as indicated on the AV 7 lists.

Article 200**Preparation of statements of weight**

1. Each creditor Administration notes, on a statement conforming to Form AV 3 hereto appended, the particulars relative to the airmail dispatches entered on the AV 7 forms. Dispatches conveyed on one and the same air route are entered on that statement by office of origin, then by country and office of destination, and, for each office of destination, in the chronological order of the dispatches.

2. As for correspondence received in open mail, either by surface means or by air and given onward transmission by air, the creditor Administration prepares, in accordance with the indications appearing on the AV 2 bills, a statement conforming to Form AV 4 hereto appended.

3. The AV 3 statements are prepared monthly or quarterly at the option of the creditor Administration.

4. AV 4 statements are drawn up at the end of each of the statistical periods provided for in Article 189, § 1. If the accounts are due to be prepared on the basis of the actual weight of the airmail dispatches in open mail, AV 4 statements are drawn up on the periodical basis prescribed in § 3 for AV 3 statements.

5. If the debtor Administration requests it, separate AV 3 and AV 4 statements are prepared for each dispatching office of airmail dispatches or of airmail correspondence in transit in open mail.

Article 201**Transmission and acceptance of the AV 3 and AV 4 statements of weight and the individual AV 5 accounts**

1. As soon as possible, and within a maximum period of six months after the close of the period to which they relate, the creditor Administration draws up at one and the same time the AV 3 statements, AV 4 statements for cases of airmail correspondence in open mail payment for which is made on the basis of actual weight, and the corresponding individual accounts, and transmits them together, in duplicate, to the debtor Administration. The individual accounts are drawn up on a form conforming to Form AV 5 hereto appended showing the remuneration for transport due the creditor Administration for the period concerned. The debtor Administration may refuse

to accept accounts not forwarded to it within the above-mentioned period of six months.

2. Individual AV 5 accounts—to be increased by 5% for airmail correspondence in transit in open mail—are prepared monthly or quarterly on the basis of the gross weights of the dispatches and the net weights of the articles in open mail appearing on the AV 3 and AV 4 statements. Centimes are dropped, in the balance.

3. After having verified the AV 3 and AV 4 statements and accepted the corresponding AV 5 individual accounts, the debtor Administration returns to the creditor Administration a copy of the AV 5 accounts. If the verification reveals any discrepancies, the corrected AV 3 and AV 4 statements must be sent to the creditor Administration in support of the AV 5 accounts duly modified and accepted. The creditor Administration which receives no rectification within four months, counting from the date of transmittal considers the accounts as automatically accepted.

4. Monthly AV 5 accounts are summarized by the creditor Administration in a quarterly or half-yearly recapitulative airmail account, as agreed between the Administrations concerned.

5. With respect to airmail correspondence in open mail for which remuneration is paid on the basis of statistics, the relevant sums are computed on the basis of the corresponding AV 4 statements, multiplied by 13, and increased 5%. The total amount is included in a special AV 5 account or in the first account drawn up according to the provisions of § 1 above and the period for acceptance by the debtor Administration is fixed at two months.

6. Discrepancies in the accounts are not taken into consideration if they do not exceed 10 francs per account.

7. Barring a special agreement between the Administrations concerned, the AV 3 and AV 4 statements, and the corresponding AV 5 individual accounts are always transmitted by the most rapid postal means (air or surface).

8. If the annual total of the individual AV 5 accounts does not exceed 25 francs, the debtor Administration is exempted from any payment.

CHAPTER III

INFORMATION TO BE FURNISHED BY THE ADMINISTRATIONS AND BY THE INTERNATIONAL BUREAU

Article 202

Information to be furnished by the Administrations

1. Each Administration transmits to the International Bureau, on forms sent to it by the latter, the necessary information concerning the carrying out of the airmail service. That information includes, particularly, the following indications:

- a) with regard to the domestic service:
 - (1) the regions and principal cities to which the dispatches or the airmail correspondence originating abroad are given onward transmission by domestic air services;
 - (2) the rates of remuneration per kilogram, calculated in accordance with Article 64, § 3, of the Convention, and the date of their application;
- b) with regard to the international service:
 - (1) the decisions reached with regard to the application of certain optional provisions concerning airmail;
 - (2) the rates, per kilogram, of the remuneration which it collects directly, in accordance with Article 66, §§ 1 to 3, of the Convention, and the date of their application;
 - (3) the countries for which it makes up airmail dispatches;
 - (4) the offices effecting the transfer of the airmail dispatches in transit from one airline to another, and the minimum time necessary for the transfer operations of the airmail dispatches;
 - (5) the air transport rates established for the onward transmission of the airmail correspondence received in open mail if the system of weighted average rates prescribed in Article 65, § 1, of the Convention, or the system of average rates prescribed in § 2 of the same Article, is used;
 - (6) the air surcharges or the combined charges for the various categories of airmail correspondence and for the various countries, with indication of the names of the countries for which the service of unsurcharged mail is accepted.

2. Any modifications in the information referred to under § 1 must be transmitted without delay to the International Bureau by the most rapid means.

3. Administrations may come to agreement with one another about furnishing each other directly the information relative to the air services which is of interest to them, particularly the timetables and deadlines when the airmail correspondence from abroad must arrive in order to be included in the various deliveries.

Article 203

Documents to be furnished by the International Bureau

1. The International Bureau is charged with preparing and distributing to the Administrations the following documents:

- a) "General list of airmail services" (known as "AV 1 list"), published from the information furnished by application of Article 202, § 1;
- b) "List of airmail distances" prepared in cooperation with the air carriers and published subject to the agreement of the Administrations as to its contents;
- c) "List of air surcharges" (Article 202, § 1, letter b), figure (6).

2. The International Bureau is likewise charged with furnishing the Administrations, at their request and for a consideration, air maps and air timetables regularly published by a specialized private organization and recognized as best satisfying the needs of the airmail services.

3. Any modifications in the documents referred to in § 1, as well as the effective date of those modifications, are made known to the Administrations by the most rapid means (air or surface), with the least delay, and in the most suitable form.

FOURTH PART FINAL PROVISIONS

Article 204

Effective date and duration of the Regulations

- 1. The present Regulations shall become effective on the date of entry into force of the Universal Postal Convention.
- 2. They shall have the same duration as that Convention, unless they are renewed by mutual agreement between the Parties concerned.

Done at Vienna, July 10, 1964.

[For signatures, see French text, pp. 1458-1473.]

LIST OF FORMS

No. 1	Title or nature of form 2	References 3
C 1	Customs label	Art. 117, § 1
C 2	Customs declaration	Art. 117, § 2
C 3	Prepayment bulletin	Art. 118, § 2
C 4	"R" label combined with the name of the office of origin and the number of the article	Art. 136, § 4
C 5	Advice of {receipt (Return receipt).} payment	Art. 137, § 2
C 6	Collective envelope for forwarding letter-post items	Art. 145, § 1
C 7	Request {for withdrawal (return) for change of address for cancellation or modification of the amount of COD charges.}	Art. 147, § 1
C 8	Inquiry concerning an ordinary article	Art. 149, § 1
C 9	Inquiry concerning a registered article or an insured letter or box, or parcel post	Art. 150, § 1
C 10	Notice concerning the presumed fraudulent use of postage stamps, impressions of postage meters or printing presses	Art. 179, § 1, a)
C 11	Official report concerning the presumed fraudulent use of postage stamps, impressions of postage meters or printing presses	Art. 179, § 1, b)
C 12	Letter bill for the exchange of dispatches	Art. 153, § 1
C 13	Special list	Art. 153, § 2, c)
C 14	Bulletin of verification concerning the exchange of dispatches	Art. 158, § 1
C 15	Special letter bill with statistical data	Art. 167, § 1
C 16	Bulletin of verification concerning the statistical data	Art. 167, § 3
C 17	Statistical statement of dispatches in transit	Art. 168, § 1
C 18	Waybill of dispatches	Art. 157, § 1
C 19	Transit bulletin concerning the statistics of dispatches	Art. 170, § 1
C 20	Individual transit charge account	Art. 173, § 7
C 21	Statement of transit charges	Art. 174, § 2
C 22	International reply coupon	Art. 180, § 1
C 23	Annual individual statement of reply coupons	Art. 180, § 5

LIST OF FORMS—Continued

No. 1	Title or nature of form 2	References 3
C 24	Annual recapitulatory statement of reply coupons	Art. 180, § 7
C 25	Postal identity card	Art. 106, § 2
C 26	Monthly individual account of customs charges, etc	Art. 181, § 1
C 27	Trial bulletin to determine the most favorable route for a mail or parcel dispatch	Art. 159
C 28	Dispatch label	Art. 156, § 5
C 29	Routine correspondence	Art. 177
C 30	Bundle labels	Art. 156, § 1
AV 1	General list of air-mail services, List AV 1	Art. 203, § 1, a)
AV 2	Weight statement of air-mail correspondence [unregistered] [registered]	Art. 189, § 2
AV 3	Statement of weight of air-mail dispatches	Art. 200, § 1
AV 4	Statement of weight of air-mail correspondence in open mail	Art. 200, § 2
AV 5	Individual account concerning air mail	Art. 201, § 1
AV 7	Delivery list of air-mail dispatches	Art. 192, § 1
AV 7S	Delivery list of air-mail dispatches of empty sacks	Art. 195, § 2
AV 8	Air-mail sack label	Art. 187, § 3
AV 9	Jacket for the make-up of air-mail dispatches	Art. 187, § 1
AV 10	Bundle labels	Art. 186, § 1

ANNEXES [¹]

Forms C 1 to C 30, AV 1 to AV 5, AV 7 to AV 10

^¹ See post, pp. 1565–1603; 1605–1609; 1610–1614.

**CONSTITUTION
DE L'UNION POSTALE UNIVERSELLE**

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¹ Italic type in the French text indicates corrections made to the 1957 convention and related documents (TIAS 4202; 10 UST 413).

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**CONSTITUTION
DE L'UNION POSTALE UNIVERSELLE**

PRÉAMBULE

En vue de développer les communications entre les peuples par un fonctionnement efficace des services postaux et de contribuer à atteindre les buts élevés de la collaboration internationale dans les domaines culturel, social et économique,

les Plénipotentiaires des Gouvernements des Pays contractants ont adopté, sous réserve de ratification, la présente Constitution.

**TITRE I
DISPOSITIONS ORGANIQUES**

**CHAPITRE I
GÉNÉRALITÉS**

ARTICLE PREMIER

Etendue et but de l'Union

1. Les Pays qui adoptent la présente Constitution forment, sous la dénomination d'Union postale universelle, un seul territoire postal pour l'échange réciproque des envois de la poste aux lettres. La liberté de transit est garantie dans le territoire entier de l'Union.
2. L'Union a pour but d'assurer l'organisation et le perfectionnement des services postaux et de favoriser, dans ce domaine, le développement de la collaboration internationale.
3. L'Union participe, dans la mesure de ses possibilités, à l'assistance technique postale demandée par ses Pays-membres.

ARTICLE 2

Membres de l'Union

Sont Pays-membres de l'Union:

- a) les Pays qui possèdent la qualité de membre à la date de la mise en vigueur de la présente Constitution;
- b) les Pays devenus membres conformément à l'article 11.

ARTICLE 3

Ressort de l'Union

L'Union a dans son ressort:

- a) les territoires des Pays-membres;
- b) les bureaux de poste établis par des Pays-membres dans des territoires non compris dans l'Union;
- c) les territoires qui, sans être membres de l'Union, sont compris dans celle-ci parce qu'ils relèvent, au point de vue postal, de Pays-membres.

ARTICLE 4

Relations exceptionnelles

Les Administrations postales qui desservent des territoires non compris dans l'Union sont tenues d'être les intermédiaires des autres Administrations. Les dispositions de la Convention et de son Règlement sont applicables à ces relations exceptionnelles.

ARTICLE 5

Siège de l'Union

Le siège de l'Union et de ses organes permanents est fixé à Berne.

ARTICLE 6

Langue officielle de l'Union

La langue officielle de l'Union est la langue française.

ARTICLE 7***Monnaie-type***

Le franc pris comme unité monétaire dans les Actes de l'Union est le franc-or à 100 centimes d'un poids de $\frac{10}{31}$ de gramme et d'un titre de 0,900.

ARTICLE 8***Unions restreintes. Arrangements spéciaux***

1. Les Pays-membres, ou leurs Administrations postales si la législation de ces Pays ne s'y oppose pas, peuvent établir des Unions restreintes et prendre des Arrangements spéciaux concernant le service postal international, à la condition toutefois de ne pas y introduire des dispositions moins favorables pour le public que celles qui sont prévues par les Actes auxquels les Pays-membres intéressés sont parties.

2. Les Unions restreintes peuvent envoyer des observateurs aux Congrès, Conférences et réunions de l'Union, au Conseil exécutif ainsi qu'à la Commission consultative des études postales.

3. L'Union peut envoyer des observateurs aux Congrès, Conférences et réunions des Unions restreintes.

ARTICLE 9***Relations avec l'Organisation des Nations Unies***

Les relations entre l'Union et l'Organisation des Nations Unies sont réglées par les Accords dont les textes sont annexés à la présente Constitution.

ARTICLE 10***Relations avec les organisations internationales***

Afin d'assurer une coopération étroite dans le domaine postal international, l'Union peut collaborer avec les organisations internationales ayant des intérêts et des activités connexes.

CHAPITRE II**ADHÉSION OU ADMISSION À L'UNION. SORTIE DE L'UNION****ARTICLE 11*****Adhésion ou admission à l'Union. Procédure***

1. Tout membre de l'Organisation des Nations Unies peut adhérer à l'Union.

2. Tout Pays souverain non-membre de l'Organisation des Nations Unies peut demander son admission en qualité de Pays-membre de l'Union.

3. L'adhésion ou la demande d'admission à l'Union doit comporter une déclaration formelle d'adhésion à la Constitution et aux Actes obligatoires de l'Union. Elle est adressée par la voie diplomatique au Gouvernement de la Confédération Suisse, et par ce dernier aux Pays-membres.

4. Le Pays non-membre de l'Organisation des Nations Unies est considéré comme admis en qualité de Pays-membre si sa demande est approuvée par les deux tiers au moins des Pays-membres de l'Union. Les Pays-membres qui n'ont pas répondu dans le délai de quatre mois sont considérés comme s'abstenant.

5. L'adhésion ou l'admission en qualité de membre est notifiée par le Gouvernement de la Confédération Suisse aux Gouvernements des Pays-membres. Elle prend effet à partir de la date de cette notification.

ARTICLE 12***Sortie de l'Union. Procédure***

1. Chaque Pays-membre a la faculté de se retirer de l'Union moyennant dénonciation de la Constitution donnée par la voie diplomatique au Gouvernement de la Confédération Suisse et par celui-ci aux Gouvernements des Pays-membres.

2. La sortie de l'Union devient effective à l'expiration d'une année à partir du jour de réception par le Gouvernement de la Confédération Suisse de la dénonciation prévue au § 1.

CHAPITRE III

ORGANISATION DE L'UNION

ARTICLE 13

Organes de l'Union

1. Les organes de l'Union sont le Congrès, les Conférences administratives, le Conseil exécutif, la Commission consultative des études postales, les Commissions spéciales et le Bureau international.
2. Les organes permanents de l'Union sont le Conseil exécutif, la Commission consultative des études postales et le Bureau international.

ARTICLE 14

Congrès

1. Le Congrès est l'organe suprême de l'Union.
2. Le Congrès se compose des représentants des Pays-membres.

ARTICLE 15

Congrès extraordinaires

Un Congrès extraordinaire peut être réuni à la demande ou avec l'assentiment des deux tiers au moins des Pays-membres de l'Union.

ARTICLE 16

Conférences administratives

Des Conférences chargées de l'examen de questions de caractère administratif peuvent être réunies à la demande ou avec l'assentiment des deux tiers au moins des Administrations postales des Pays-membres.

ARTICLE 17

Conseil exécutif

1. Entre deux Congrès, le Conseil exécutif (CE) assure la continuité des travaux de l'Union conformément aux dispositions des Actes de l'Union.
2. Les membres du Conseil exécutif exercent leurs fonctions au nom et dans l'intérêt de l'Union.

ARTICLE 18

Commission consultative des études postales

La Commission consultative des études postales (CCEP) est chargée d'effectuer des études et d'émettre des avis sur des questions techniques, d'exploitation et économiques intéressant le service postal.

ARTICLE 19

Commissions spéciales

Des Commissions spéciales peuvent être chargées par un Congrès ou par une Conférence administrative de l'étude d'une ou de plusieurs questions déterminées.

ARTICLE 20

Bureau international

Un office central, fonctionnant au siège de l'Union sous la dénomination de Bureau international de l'Union postale universelle, dirigé par un Directeur général et placé sous la haute surveillance du Gouvernement de la Confédération Suisse, sera l'organe de liaison, d'information et de consultation aux Administrations postales.

CHAPITRE IV
FINANCES DE L'UNION

ARTICLE 21

Dépenses de l'Union. Contributions des Pays-membres

1. Chaque Congrès arrête le montant maximal que peuvent atteindre annuellement les dépenses ordinaires de l'Union.

2. Le montant maximal des dépenses ordinaires prévu au § 1 peut être dépassé si les circonstances l'exigent, sous réserve que soient observées les dispositions y relatives du Règlement général.

3. Les dépenses extraordinaires de l'Union sont celles auxquelles donnent lieu la réunion d'un Congrès, d'une Conférence administrative ou d'une Commission spéciale, ainsi que les travaux spéciaux confiés au Bureau international.

4. Les dépenses ordinaires, y compris éventuellement les dépenses visées au § 2, et les dépenses extraordinaires de l'Union sont supportées en commun par les Pays-membres qui sont répartis à cet effet par le Congrès en un certain nombre de classes de cotribution.

5. En cas d'adhésion ou d'admission à l'Union en vertu de l'article 11, le Gouvernement de la Confédération Suisse détermine, d'un commun accord avec le Gouvernement du Pays intéressé, la classe de contribution dans laquelle celui-ci doit être rangé au point de vue de la répartition des dépenses de l'Union.

TITRE II
ACTES DE L'UNION

CHAPITRE I
GÉNÉRALITÉS

ARTICLE 22

Actes de l'Union

1. La Constitution est l'acte fondamental de l'Union. Elle contient les règles organiques de l'Union.

2. Le Règlement général comporte les dispositions assurant l'application de la Constitution et le fonctionnement de l'Union. Il est obligatoire pour tous les Pays-membres.

3. La Convention postale universelle et son Règlement d'exécution comportent les règles communes applicables au service postal international et les dispositions concernant les services de la poste aux lettres. Ces Actes sont obligatoires pour tous les Pays-membres.

4. Les Arrangements de l'Union et leurs Règlements d'exécution règlent les services autres que ceux de la poste aux lettres entre les Pays-membres qui y sont parties. Ils ne sont obligatoires que pour ces Pays.

5. Les Règlements d'exécution, qui contiennent les mesures d'application nécessaires à l'exécution de la Convention et des Arrangements, sont arrêtés par les Administrations postales des Pays-membres intéressés.

6. Les Protocoles finals éventuels annexés aux Actes de l'Union visés aux §§ 3, 4 et 5 contiennent les réserves à ces Actes.

ARTICLE 23

Application des Actes de l'Union aux Territoires dont un Pays-membre assure les relations internationales

1. Tout Pays peut déclarer à tout moment que l'acceptation par lui des Actes de l'Union comprend tous les Territoires dont il assure les relations internationales, ou certains d'entre eux seulement.

2. La déclaration prévue au § 1 doit être adressée au Gouvernement:

- a) du Pays-siège du Congrès, si elle est faite au moment de la signature de l'Acte ou des Actes dont il s'agit;
- b) de la Confédération Suisse, dans tous les autres cas.

3. Tout Pays-membre peut en tout temps adresser au Gouvernement de la Confédération Suisse une notification en vue de dénoncer l'application des Actes de l'Union pour lesquels il a fait la déclaration prévue au § 1. Cette notification produit ses effets un an après la date de sa réception par le Gouvernement de la Confédération Suisse.

4. Les déclarations et notifications prévues aux §§ 1 et 3 sont communiquées aux Pays-membres par le Gouvernement du Pays qui les a régues.

5. Les §§ 1 à 4 ne s'appliquent pas aux Territoires possédant la qualité de membre de l'Union et dont un Pays-membre assure les relations internationales.

ARTICLE 24

Législations nationales

Les stipulations des Actes de l'Union ne portent pas atteinte à la législation de chaque Pays-membre dans tout ce qui n'est pas expressément prévu par ces Actes.

CHAPITRE II

ACCEPTATION ET DÉNONCIATION DES ACTES DE L'UNION

ARTICLE 25

Signature, ratification et autres modes d'approbation des Actes de l'Union

1. La signature des Actes de l'Union par les Plénipotentiaires a lieu à l'issue du Congrès.

2. La Constitution est ratifiée aussitôt que possible par les Pays signataires.

3. L'approbation des Actes de l'Union autres que la Constitution est régie par les règles constitutionnelles de chaque Pays signataire.

4. Lorsqu'un Pays ne ratifie pas la Constitution ou n'approuve pas les autres Actes signés par lui, la Constitution et les autres Actes n'en sont pas moins valables pour les Pays qui les ont ratifiés ou approuvés.

ARTICLE 26

Notification des ratifications et des autres modes d'approbation des Actes de l'Union

Les instruments de ratification de la Constitution, et éventuellement d'approbation des autres Actes de l'Union, sont adressés dans le plus bref délai au Gouvernement de la Confédération Suisse et par ce dernier aux Gouvernements des Pays-membres.

ARTICLE 27

Adhésion aux Arrangements

1. Les Pays-membres peuvent, en tout temps, adhérer à un ou à plusieurs des Arrangements prévus à l'article 22, § 4.

2. L'adhésion des Pays-membres aux Arrangements est notifiée conformément à l'article 11, § 3.

ARTICLE 28

Dénonciation d'un Arrangement

Chaque Pays-membre a la faculté de cesser sa participation à un ou plusieurs des Arrangements, aux conditions stipulées à l'article 12.

CHAPITRE III

MODIFICATION DES ACTES DE L'UNION

ARTICLE 29

Présentation des propositions

1. L'Administration postale d'un Pays-membre a le droit de présenter, soit au Congrès, soit entre deux Congrès, des propositions concernant les Actes de l'Union auxquels son Pays est partie.

2. Toutefois, les propositions concernant la Constitution et le Règlement général ne peuvent être soumises qu'au Congrès.

ARTICLE 30

Modification de la Constitution

1. Pour être adoptées, les propositions soumises au Congrès et relatives à la présente Constitution doivent être approuvées par les deux tiers au moins des Pays-membres de l'Union.

2. Les modifications adoptées par un Congrès font l'objet d'un protocole additionnel et, sauf décision contraire de ce Congrès, entrent en vigueur en même temps que les Actes renouvelés au cours du même Congrès. Elles sont ratifiées aussitôt que possible par les Pays-membres et les instruments de cette ratification sont traités conformément à la règle requise à l'article 26.

ARTICLE 31

Modification de la Convention, du Règlement général et des Arrangements

1. La Convention, le Règlement général et les Arrangements fixent les conditions auxquelles est subordonnée l'approbation des propositions qui les concernent.

2. Les Actes visés au § 1 sont mis à exécution simultanément et ils ont la même durée. Dès le jour fixé par le Congrès pour la mise à exécution de ces Actes, les Actes correspondants du Congrès précédent sont abrogés.

CHAPITRE IV RÈGLEMENT DES DIFFÉRENDS

ARTICLE 32

Arbitrages

En cas de différend entre deux ou plusieurs Administrations postales des Pays-membres relativement à l'interprétation des Actes de l'Union ou de la responsabilité dérivant, pour une Administration postale, de l'application de ces Actes, la question en litige est réglée par jugement arbitral.

TITRE III DISPOSITIONS FINALES

ARTICLE 33-

Mise à exécution et durée de la Constitution

La présente Constitution sera mise à exécution le 1^{er} janvier 1966 et demeurera en vigueur pendant un temps indéterminé.

En foi de quoi, les Plénipotentiaires des Gouvernements des Pays contractants ont signé la présente Constitution en un exemplaire qui restera déposé aux Archives du Gouvernement du Pays-siège de l'Union. Une copie en sera remise à chaque Partie par le Gouvernement du Pays-siège du Congrès.

Fait à Vienne, le 10 juillet 1964.

Pour
L'AFGHANISTAN:

Pour
LA RÉPUBLIQUE DE L'AFRIQUE
DU SUD:

Pour
LA RÉPUBLIQUE POPULAIRE
D'ALBANIE:

Pour
LA RÉPUBLIQUE ALGÉRIENNE
DÉMOCRATIQUE ET POPULAIRE:

Pour
L'ALLEMAGNE:

Pour
LES ÉTATS-UNIS D'AMÉRIQUE:

Frederick E. Batrus

Greener Allan

David I. Goodson

Fairman L. Pooler Jr.

G. D. Pionx

Raymond T. Haweck

Pour
L'ENSEMBLE DES TERRITOIRES DES
ÉTATS-UNIS D'AMÉRIQUE, Y COMPRIS
LE TERRITOIRE SOUS TUTELLE DES
ÎLES DU PACIFIQUE:

Frederick E. Batrus

Greener Allan

David I. Goodson

Fairman L. Pooler Jr.

G. D. Pionx

Raymond T. Haweck

Pour
LE ROYAUME DE L'ARABIE SAOUDITE:



J. A. P. S. Karkadan
M. S. KARKADAN

Pour
LA RÉPUBLIQUE ARGENTINE:

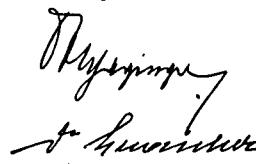


M. Schuster

Pour
LE COMMONWEALTH DE L'AUSTRALIE:


Dr. Page
Mr. Morrison
Dr. Ferguson

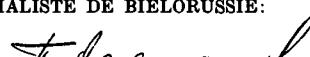
Pour
LA RÉPUBLIQUE D'AUTRICHE:


Dr. H. Staudinger
Dr. G. Schmidauer
Dr. W. Maierhofer
Dr. F. von Beur

Pour
LA BELGIQUE:


Dr. H. Staudinger

Pour
LA RÉPUBLIQUE SOVIÉTIQUE
SOCIALISTE DE BIÉLORUSSIE:


T. S. Savanacash

Pour
LA BIRMANIE:


Yangon

Pour
LA BOLIVIE:


M. G. Andrade

Pour
LES ÉTATS-UNIS DU BRÉSIL:

John F. Kennedy

Richard Nixon

Christiane Taubira

Pour
LA RÉPUBLIQUE POPULAIRE
DE BULGARIE:

Dimitar

Pour
LE ROYAUME DU BURUNDI:

Emile

Pour
LE ROYAUME DU CAMBODGE:

Heng Samrin

Pour
LA RÉPUBLIQUE FÉDÉRALE
DU CAMEROUN:

Paul Biya

Pour
LE CANADA:

John Turner

John Turner

G. Martin

A. G. S. MacLean

Pour
LA RÉPUBLIQUE CENTRAFRICAINE:

Frantz Bozizé

Pour
CEYLAN:

W. D. G. Jayewardene

Pour
LE CHILI:

Augusto Pinochet

Pour
LA CHINE:

Zhang Xianhui

Li Peng

Wang Zhongyi

Pour
LA RÉPUBLIQUE DE CHYPRE:

Nicos Anastasiades

Pour
LA RÉPUBLIQUE DE COLOMBIE:

J. J. Jiménez S.
A. Calaza
L. Gómez.
Príncipe

Pour
LA RÉPUBLIQUE DU CONGO
(BRAZZAVILLE):

Ch. S. S.
J. M. S.
J. L. S.
J. L. S.
J. L. S.

Pour
LA RÉPUBLIQUE DU CONGO
(LÉOPOLDVILLE):

Pour
LA RÉPUBLIQUE DE CORÉE:

Chung T.
Moon Kee Bang

Pour
LA RÉPUBLIQUE DE COSTA-RICA:

Pour
LA RÉPUBLIQUE DE CÔTE D'IVOIRE:

J. K. M.

Pour
LA RÉPUBLIQUE DE CUBA:

O. Porte
Dr. L. M. I.
E. Mach

Pour
LA RÉPUBLIQUE DU DAHOMEY:

N. S.

Pour
LE ROYAUME DE DANEMARK:

Arne Krogh
J.W.S. Ahlers
Th. Madsen

Pour
LA RÉPUBLIQUE DOMINICAINE:

Pour
LA RÉPUBLIQUE DE EL SALVADOR:

Pour
LA RÉPUBLIQUE DE L'ÉQUATEUR:

Pour
L'ESPAGNE:

Damón de la Torre
Mauricio Fernández
Sebastián Martínez
Fernando Carrión
Lope Jiménez

Pour
LES TERRITOIRES ESPAGNOIS
DE L'AFRIQUE:

W. S. M.
D. de Alba

Pour
L'ÉTHIOPIE:

Haile Selassie
Y. G. S. R.
T. J. T.

Pour
LA RÉPUBLIQUE DE FINLANDE:

Oiva Salo
Eino Rautio

Pour
LA RÉPUBLIQUE FRANÇAISE:

Ray Barbone
~~*Paul Barbone*~~
D. Barde
J. Lapine

Pour
LA RÉPUBLIQUE FRANÇAISE:
(suite)

Pour
L'ENSEMBLE DES TERRITOIRES
REPRÉSENTÉS PAR L'OFFICE
FRANÇAIS DES POSTES ET TÉLÉ-
COMMUNICATIONS D'OUTRE-MER:

Pour
LA RÉPUBLIQUE GABONAISE:

Pour
LE GHANA:

Pour
LE ROYAUME-UNI DE GRANDE-
BRETAGNE ET D'IRLANDE DU NORD
Y COMPRIS LES ÎLES DE LA MANCHE
ET L'ÎLE DE MAN:

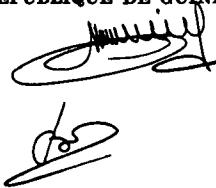
Pour
LES TERRITOIRES D'OUTRE-MER
DONT LES RELATIONS INTER-
NATIONALES SONT ASSURÉES PAR
LE GOUVERNEMENT DU ROYAUME-
UNI DE GRANDE-BRETAGNE ET
D'IRLANDE DU NORD:

L. R. Holmes
D. Smith
A. C. Hainworth
C. Maynes
K.
V. C. Lucas

Pour
LA GRÈCE:
D.
Gyrououlos
Pissopoulos

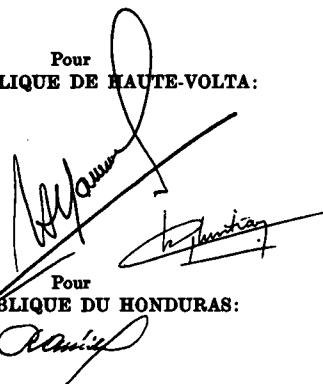
Pour
LA RÉPUBLIQUE DU GUATÉMALA:
Ramírez

Pour
LA RÉPUBLIQUE DE GUINÉE:



Pour
LA RÉPUBLIQUE D'HAÏTI:

Pour
LA RÉPUBLIQUE DE HAUTE-VOLTA:



Pour
LA RÉPUBLIQUE DU HONDURAS:



Pour
LA RÉPUBLIQUE POPULAIRE
HONGROISE:



Pour
L'INDE:

W. D. Patel
S. N. Sanyal
K. H. K. Jaya

Pour
L'IRLANDE:

F. J. Quinn
D. J. Murphy

Pour
LA RÉPUBLIQUE D'ISLANDE:

G. Guðmundsson
Ragnheiður Þórsson

Pour
ISRAËL:

[Signature]

R. Ramau M.

Pour
LA RÉPUBLIQUE D'INDONÉSIE:

[Signature]

Pour
L'IRAN:

Mir Eskandari

Maudan M.

Pour
L'ITALIE:

Mario Scognamiglio
Francesco Fratello

Pour
LA RÉPUBLIQUE D'IRAQ:

NASRAT AL MUDARRIS

Pour
LA JAMAÏQUE:

H. S. A. J.
W. W. Alexander

Pour
LE JAPON:

Fyo Ichida

Pour
LE ROYAUME HACHÉMITE
DE JORDANIE:

Mohammad

Pour
LE ROYAUME DU LAOS:

1000 Cézanne

J. Raed

Stephan

Pour
KUWAIT:

Amman
FARASZI

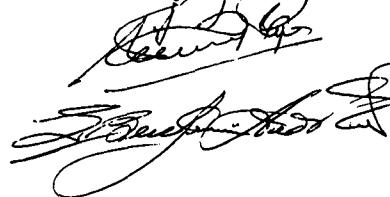
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Al Younes

Abdelkader
Attiaoui

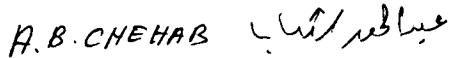
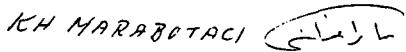
Pour
LA RÉPUBLIQUE LIBANAISE:

Charles Pavey

Pour
LA RÉPUBLIQUE DE LIBERIA:



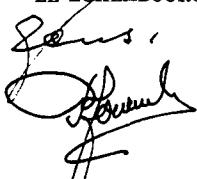
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LA LIBYE:



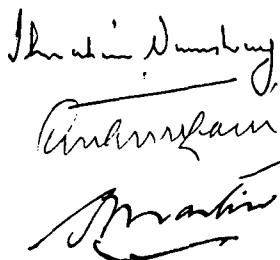
Pour
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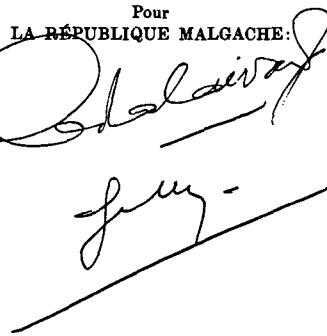
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LE LUXEMBOURG:



Pour
LA MALAISIE:



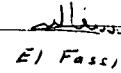
Pour
LA RÉPUBLIQUE MALGACHE:



Pour
LA RÉPUBLIQUE DU MALI:



Pour
LE ROYAUME DU MAROC:



Bernardo 
Pour
LES ÉTATS-UNIS DU MEXIQUE.



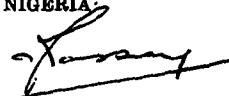
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LA PRINCIPAUTÉ DE MONACO:



Pour
LA RÉPUBLIQUE POPULAIRE
DE MONGOLIE:

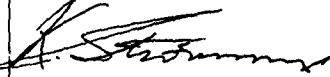
Dm
Wm J. Hayford

Pour
LA RÉPUBLIQUE FÉDÉRALE
DE NIGÉRIA:



Pour
LA NORVÈGE:

Karl Hammarskjöld
William Sjögren



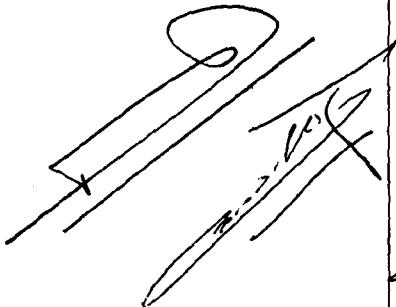
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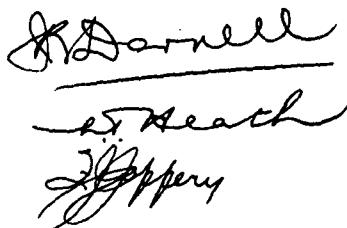
Pour
LE NICARAGUA:



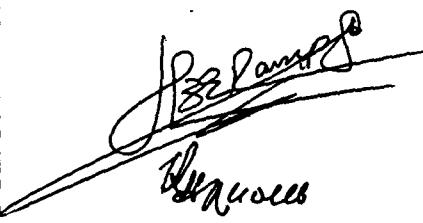
Pour
LA RÉPUBLIQUE DU NIGER:



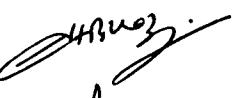
Pour
LA NOUVELLE-ZÉLANDE:



Pour
L'OUGANDA:



Pour
LE PAKISTAN:


Akbar


Pour
LA RÉPUBLIQUE DE PANAMA:

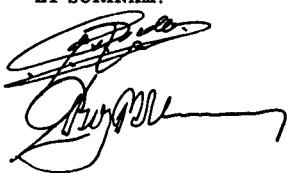
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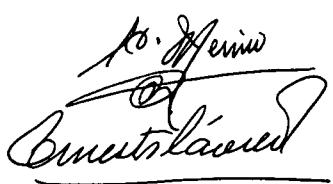
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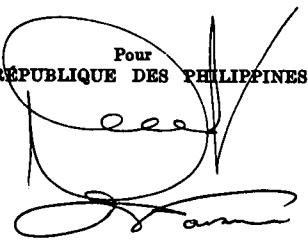
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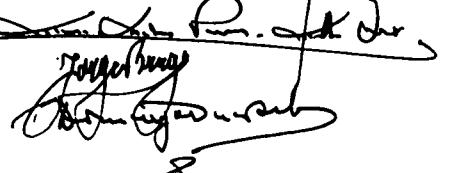
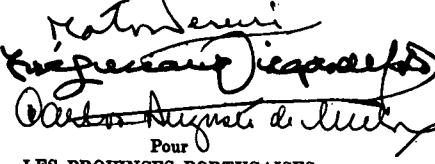
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Pour
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DE POLOGNE:



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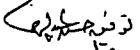



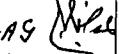
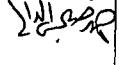
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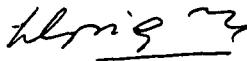
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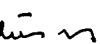
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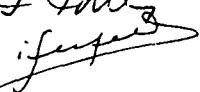
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Ahmed Salehi El-Sawy 

Pour
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ROUMAINE:



Ionel Gheorghiu 

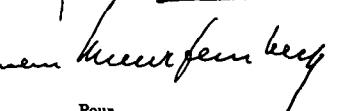
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P. Porte 


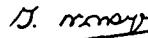
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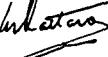


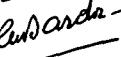
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LA RÉPUBLIQUE DE SAINT-MARIN:


P. Nicenem Kneuerfem 

Pour
LA RÉPUBLIQUE DU SÉNÉGAL:











Pour
LA SIERRA LEONE:



Pour
LA SOMALIE:

Giuseppe Thorel

Pour
LA RÉPUBLIQUE DU SOUDAN:

*M. Mohamed Enayat
A. A. Bashir*

Pour
LA SUÈDE:

*Hilborn
Lennart Enger
Karlsson*

Pour
LA CONFÉDÉRATION SUISSE:

*Tschirn
Haller
Büchi
Chappuis
Mäder*

Pour
LA RÉPUBLIQUE ARABE SYRIENNE:

*S. Abd Kader Baghdouri
Mohammed El Makhniid*

Pour
LA RÉPUBLIQUE UNIE DU
TANGANYIKA ET DE ZANZIBAR:

S. M. J. S. J.

Pour
LA RÉPUBLIQUE DU TCHAD:

J. G. M. u

Pour
LA RÉPUBLIQUE SOCIALISTE
TCHÉCOSLOVAQUE:

Mazal

Pour
LA THAÏLANDE:

*L. Kinnananda
S. Sukhanont
Chao Chongma
T. Yontus*

Pour
LA RÉPUBLIQUE TOGOLAISE:

Eudav
J. S. Gbenoual

Pour
TRINITÉ ET TOBAGO:

Kamaluddin Mohammed

E. J. Lee

R. Warren

Qasimuddin

Pour
LA TUNISIE:

S. L.
C. S. S. FENDRI

Pour
LA TURQUIE:

F. K. Iskender
S. Kara
M. C.

Pour
LA RÉPUBLIQUE SOVIÉTIQUE
SOCIALISTE D'UKRAINE:

A. M. Krushchev

Pour
L'UNION DES RÉPUBLIQUES
SOVIÉTIQUES SOCIALISTES:

M. P. Malenkov

Pour
LA RÉPUBLIQUE ORIENTALE
DE L'URUGUAY:

Carlos Washington Alvaro

Pour
L'ÉTAT DE LA CITÉ DU VATICAN:

D. Trifunovic
Heribert Kielholz
G. M. M.

Pour
LA RÉPUBLIQUE DE VÉNÉZUÉLA:

Oscar Mireles
F. J. Gómez

Pour
LE VIET-NAM:

Nguyen Van Thieu

Pour
LA RÉPUBLIQUE ARABE DU YÉMEN:

Mohamed Zayed

Pour
LA RÉPUBLIQUE SOCIALISTE
FÉDÉRATIVE DE YUGOSLAVIE:

R. Vasićević
M. Mihailović
Vranačin probavlj
Kostić Šešelj

PROTOCOLE FINAL DE LA CONSTITUTION DE L'UNION POSTALE UNIVERSELLE

Au moment de procéder à la signature de la Constitution de l'Union postale universelle conclue à la date de ce jour, les Plénipotentiaires soussignés sont convenus de ce qui suit:

ARTICLE UNIQUE**Adhésion à la Constitution**

Les Pays-membres de l'Union qui n'ont pas signé la Constitution peuvent y adhérer en tout temps. L'instrument d'adhésion est adressé par la voie diplomatique au Gouvernement du Pays-siège de l'Union et, par ce dernier, aux Gouvernements des Pays-membres de l'Union.

En foi de quoi, les Plénipotentiaires ci-dessous ont dressé le présent Protocole, qui aura la même force et la même valeur que si ses dispositions étaient insérées dans le texte même de la Constitution, et ils l'ont signé en un exemplaire qui restera déposé aux Archives du Gouvernement du Pays-siège de l'Union. Une copie en sera remise à chaque Partie par le Gouvernement du Pays-siège du Congrès.

Fait à Vienne, le 10 juillet 1964.

[The signatures appearing here in the original correspond to those on pages 1458–1473.]

ACCORD
entre
L'ORGANISATION DES NATIONS UNIES
et
L'UNION POSTALE UNIVERSELLE

Préambule

Vu les obligations qui incombent à l'Organisation des Nations Unies selon l'article 57 de la Charte des Nations Unies, l'Organisation des Nations Unies et l'Union postale universelle conviennent de ce qui suit:

ARTICLE I

L'Organisation des Nations Unies reconnaît l'Union postale universelle (désignée ci-dessous sous le nom de «l'Union») comme étant l'institution spécialisée chargée de prendre toutes les mesures conformes à son acte constitutif pour atteindre les buts qu'elle s'est fixés dans cet acte.

ARTICLE II

Représentation réciproque

1. Des représentants de l'Organisation des Nations Unies seront invités à assister aux Congrès, Conférences administratives et Commissions de l'Union, et à participer, sans droit de vote, aux délibérations de ces réunions.

2. Des représentants de l'Union seront invités à assister aux réunions du Conseil économique et social des Nations Unies (désigné ci-dessous sous le nom de «le Conseil»), de ses Commissions ou Comités et à participer, sans droit de vote, aux délibérations de ces organes, lorsque seront traitées les questions inscrites à l'ordre du jour auxquelles l'Union serait intéressée.

3. Des représentants de l'Union seront invités à assister, à titre consultatif, aux réunions de l'Assemblée générale au cours desquelles des questions qui sont de la compétence de l'Union doivent être discutées, et à participer, sans droit de vote, aux délibérations des Commissions principales de l'Assemblée générale traitant des questions auxquelles l'Union serait intéressée.

4. Le Secrétariat de l'Organisation des Nations Unies effectuera la distribution de toutes communications écrites présentées par l'Union aux membres de l'Assemblée générale, du Conseil et de ses organes ainsi que du Conseil de tutelle, selon le cas. De même, des communications écrites présentées par l'Organisation des Nations Unies seront distribuées par l'Union à ses membres.

ARTICLE III

Inscription de questions à l'ordre du jour

Sous réserve des consultations préliminaires qui pourraient être nécessaires, l'Union inscrira à l'ordre du jour de ses Congrès, Conférences administratives ou Commissions ou, le cas échéant, soumettra à ses membres suivant la procédure prévue par la Convention postale universelle, les questions portées devant elle par l'Organisation des Nations Unies. Réciproquement, le Conseil, ses Commissions et Comités, de même que le Conseil de tutelle, inscriront à leur ordre du jour les questions qui leur seront soumises par l'Union.

ARTICLE IV**Recommandations de l'Organisation des Nations Unies**

1. L'Union prendra toutes mesures pour soumettre aussitôt que possible, à toutes fins utiles, à ses Congrès, Conférences administratives et Commissions ou à ses membres, suivant la procédure prévue par la Convention postale universelle, toute recommandation officielle que l'Organisation des Nations Unies pourrait lui adresser. Ces recommandations seront adressées à l'Union et non directement à ses membres.

2. L'Union procédera à des échanges de vues avec l'Organisation des Nations Unies sur sa demande, au sujet de ces recommandations, et fera rapport en temps opportun à l'Organisation sur la suite donnée, par l'Union ou par ses membres, auxdites recommandations ou sur tous autres résultats qui auraient suivi la prise en considération de ces recommandations.

3. L'Union coopérera à toute autre mesure nécessaire pour assurer la coordination effective des activités des institutions spécialisées et de l'Organisation des Nations Unies. En particulier, elle collaborera avec tout organe que le Conseil pourrait créer en vue de favoriser cette coordination et pour fournir les informations nécessaires à l'accomplissement de cette tâche.

ARTICLE V**Echange d'informations et de documents**

1. Sous réserve des mesures nécessaires à la sauvegarde du caractère confidentiel de certains documents, l'échange le plus complet et le plus rapide d'informations et de documents sera effectué entre l'Organisation des Nations Unies et l'Union.

2. Sans porter préjudice au caractère général des dispositions de l'alinéa précédent:

- a) l'Union fournira à l'Organisation des Nations Unies un rapport de gestion annuel;
- b) l'Union donnera suite, dans toute la mesure du possible, à toute demande de rapports spéciaux, d'études ou d'informations que l'Organisation des Nations Unies pourrait lui adresser sous réserve des dispositions de l'article XI du présent accord;
- c) l'Union donnera des avis écrits sur des questions de sa compétence qui pourraient lui être demandés par le Conseil de tutelle;
- d) le Secrétaire général de l'Organisation des Nations Unies procédera avec le Directeur du Bureau International de l'Union, à la demande de celui-ci, à des échanges de vues susceptibles de fournir à l'Union des informations présentant pour elle un intérêt particulier.

ARTICLE VI**Assistance à l'Organisation des Nations Unies**

1. L'Union convient de coopérer avec l'Organisation des Nations Unies, ses organes principaux et subsidiaires, et de leur prêter son concours dans la mesure compatible avec les dispositions de la Convention postale universelle.

2. En ce qui concerne les membres de l'Organisation des Nations Unies, l'Union reconnaît que, conformément aux dispositions de l'article 103 de la Charte, aucune disposition de la Convention postale universelle ou de ses Arrangements connexes ne peut être invoquée comme faisant obstacle ou apportant une limitation quelconque à l'observation par un Etat de ses obligations envers l'Organisation des Nations Unies.

ARTICLE VII**Arrangements concernant le personnel**

L'Organisation des Nations Unies et l'Union coopéreront, dans la mesure nécessaire, pour assurer autant d'uniformité que possible aux conditions d'emploi du personnel et éviter la concurrence dans son recrutement.

ARTICLE VIII**Services de statistiques**

1. L'Organisation des Nations Unies et l'Union conviennent de coopérer en vue d'assurer la plus grande efficacité et l'usage le plus étendu des informations et des données statistiques.

2. L'Union reconnaît que l'Organisation des Nations Unies constitue l'organisme central chargé de recueillir, analyser, publier, unifier et améliorer les statistiques servant aux buts généraux des organisations Internationales.

3. L'Organisation des Nations Unies reconnaît que l'Union est l'organisme qualifié pour recueillir, analyser, publier, unifier et améliorer les statistiques relevant de son domaine propre, sans préjudice de l'intérêt que l'Organisation des Nations Unies peut avoir à ces statistiques, en tant qu'elles sont essentielles à la réalisation de son propre but et au développement des statistiques à travers le monde.

ARTICLE IX

Services administratifs et techniques

1. L'Organisation des Nations Unies et l'Union reconnaissent que, afin d'employer au mieux leur personnel et leurs ressources, il est souhaitable d'éviter la création de services qui se font concurrence ou font double emploi.

2. L'Organisation des Nations Unies et l'Union prendront toutes dispositions utiles pour l'enregistrement et le dépôt des documents officiels.

ARTICLE X

Dispositions budgétaires

Le budget annuel de l'Union sera communiqué à l'Organisation des Nations Unies et l'Assemblée générale aura la faculté de faire à son sujet des recommandations au Congrès de l'Union.

ARTICLE XI

Couverture des frais de services spéciaux

Si l'Union avait à faire face à des dépenses extraordinaires importantes, en suite de rapports spéciaux, d'études ou d'informations demandées par l'Organisation des Nations Unies en vertu de l'article V ou de toute autre disposition du présent accord, un échange de vues aurait lieu pour déterminer la manière la plus équitable de couvrir ces dépenses.

ARTICLE XII

Accords entre institutions

L'Union informera le Conseil de la nature et de la portée de tout accord qu'elle conclurait avec une autre institution spécialisée ou avec toute autre organisation intergouvernementale; en outre, elle informera le Conseil de la préparation de tels accords.

ARTICLE XIII

Liaison

1. En convenant des dispositions ci-dessus, l'Organisation des Nations Unies et l'Union expriment l'espoir qu'elles contribueront à assurer une liaison efficace entre les deux organisations. Elles affirment leur intention de prendre d'un commun accord les mesures nécessaires à cet effet.

2. Les dispositions relatives aux liaisons prévues dans le présent accord s'appliqueront, dans la mesure souhaitable, aux relations de l'Union avec l'Organisation des Nations Unies y compris ses services annexes et régionaux.

ARTICLE XIV

Exécution de l'accord

Le Secrétaire général de l'Organisation des Nations Unies et le Président de la Commission exécutive et de liaison de l'Union peuvent conclure tous arrangements complémentaires en vue d'appliquer le présent accord, qui peuvent paraître souhaitables à la lumière de l'expérience des deux organisations.

ARTICLE XV

Entrée en vigueur

Le présent accord est annexé à la Convention postale universelle conclue à Paris en 1947. Il entrera en vigueur après approbation par l'Assemblée générale des Nations Unies et au plus tôt en même temps que cette Convention.

ARTICLE XVI

Revision

Après un préavis de six mois donné par l'une ou l'autre des parties, le présent accord pourra être revisé par voie d'entente entre l'Organisation des Nations Unies et l'Union.

Paris, le 4 juillet 1947.

(signé) J.-J. LE MOUËL
Président du XII^e Congrès
de l'Union postale universelle

(signé) JAN PAPANEK
Président par intérim du Comité du Conseil
économique et social chargé des négociations
avec les institutions spécialisées

ACCORD ADDITIONNEL À L'ACCORD
entre
L'ORGANISATION DES NATIONS UNIES
et
L'UNION POSTALE UNIVERSELLE

Considérant que, par la résolution 136 (VI) adoptée le 25 février 1948 par le Conseil économique et social, le Secrétaire général des Nations Unies est prié de conclure, avec toute institution spécialisée qui le demanderait, un accord supplémentaire étendant aux fonctionnaires de cette institution le bénéfice des dispositions de l'Article VII de la Convention sur les Priviléges et Immunités de l'Organisation des Nations Unies et de soumettre tout accord supplémentaire de ce genre à l'Assemblée générale pour approbation, et

Considérant que l'Union postale universelle désire conclure un accord supplémentaire de ce genre complétant l'Accord conclu, conformément à l'Article 63 de la Charte, entre l'Organisation des Nations Unies et l'Union postale universelle;

il est convenu, par les présentes, de ce qui suit:

ARTICLE I

La clause ci-dessous sera ajoutée comme article supplémentaire à l'Accord entre l'Organisation des Nations Unies et l'Union postale universelle:

«Les fonctionnaires de l'Union postale universelle auront le droit d'utiliser les laissez-passer des Nations Unies conformément à des arrangements spéciaux négociés en application de l'article XIV.»

ARTICLE II

Le présent Accord entrera en vigueur dès qu'il aura été approuvé par l'Assemblée générale des Nations Unies et l'Union postale universelle.

Pour l'Union postale universelle:

Pour l'Organisation des Nations Unies:

Fait à Paris, le 13 juillet 1949.

Fait à Lake Success, New York, le 27 juillet 1949.

Signé: J.-J. LE MOUËL

Président de la Commission exécutive et de liaison
de l'Union postale universelle

Signé: BYRON PRICE

Secrétaire général par intérim

RÈGLEMENT GÉNÉRAL DE L'UNION POSTALE UNIVERSELLE

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RÈGLEMENT GÉNÉRAL DE L'UNION POSTALE UNIVERSELLE

Les soussignés, Plénipotentiaires des Gouvernements des Pays-membres de l'Union, vu l'article 22, § 2, de la Constitution de l'Union postale universelle, ont arrêté, d'un commun accord, dans le présent Règlement général, les dispositions suivantes assurant l'application de ladite Constitution et le fonctionnement de l'Union.

CHAPITRE I

FONCTIONNEMENT DES ORGANES DE L'UNION

ARTICLE 101

Organisation et réunion des Congrès, Congrès extraordinaires, Conférences administratives et Commissions spéciales

1. Les représentants des Pays-membres se réunissent en Congrès au plus tard cinq ans après la date de mise à exécution des Actes du Congrès précédent.

2. Chaque Pays-membre se fait représenter au Congrès par un ou plusieurs plénipotentiaires munis, par leur Gouvernement, des pouvoirs nécessaires. Il peut, au besoin, se faire représenter par la délégation d'un autre Pays-membre. Toutefois, il est entendu qu'une délégation ne peut représenter qu'un seul Pays-membre autre que le sien.

3. Dans les délibérations, chaque Pays-membre dispose d'une voix.

4. En principe, chaque Congrès désigne le Pays dans lequel le Congrès suivant doit avoir lieu. Si cette désignation se révèle inapplicable ou inopérante, il appartient au Conseil exécutif de désigner le Pays où le Congrès tiendra ses assises, après entente avec ce dernier Pays.

5. Après entente avec le Bureau international, le Gouvernement invitant fixe la date définitive et le lieu exact du Congrès. Un an, en principe, avant cette date, le Gouvernement invitant envoie une invitation au Gouvernement de chaque Pays-membre. Cette invitation peut être adressée soit directement, soit par l'intermédiaire d'un autre Gouvernement, soit par l'entremise du Directeur général du Bureau International. Le Gouvernement invitant est également chargé de la notification à tous les Gouvernements des Pays-membres des décisions prises par le Congrès.

6. Lorsqu'un Congrès doit être réuni sans qu'il y ait un Gouvernement invitant, le Bureau International, avec l'accord du Conseil exécutif et après entente avec le Gouvernement de la Confédération Suisse, prend les dispositions nécessaires pour convoquer et organiser le Congrès dans le Pays-siège de l'Union. Dans ce cas, le Bureau International exerce les fonctions du Gouvernement invitant.

7. Le lieu de réunion d'un Congrès extraordinaire est fixé, après entente avec le Bureau International, par les Pays-membres ayant pris l'initiative de ce Congrès.

8. Les §§ 2 à 6 sont applicables par analogie aux Congrès extraordinaires.

9. Le lieu de réunion d'une Conférence administrative est fixé, après entente avec le Bureau International, par les Administrations postales ayant pris l'initiative de la Conférence. Les convocations sont adressées par l'Administration postale du Pays-siège de la Conférence.

10. Les Commissions spéciales sont convoquées par le Bureau International après entente, le cas échéant, avec l'Administration postale du Pays-membre où ces Commissions spéciales doivent se réunir.

ARTICLE 102

Composition, fonctionnement et réunions du Conseil exécutif

1. Le Conseil exécutif se compose de vingt-sept membres qui exercent leurs fonctions durant la période qui sépare deux Congrès successifs.

2. Les membres du Conseil exécutif sont désignés par le Congrès sur la base d'une répartition géographique équitable. La moitié au moins des membres est renouvelée à l'occasion de chaque Congrès; aucun Pays-membre ne peut être choisi successivement par trois Congrès.

3. Le représentant de chacun des membres du Conseil exécutif est désigné par l'Administration postale de son Pays. Ce représentant doit être un fonctionnaire qualifié de l'Administration postale.

4. Les fonctions de membre du Conseil exécutif sont gratuites. Les frais de fonctionnement de ce Conseil sont à la charge de l'Union.

5. Les attributions du Conseil exécutif sont les suivantes:

- a) maintenir les contacts les plus étroits avec les Administrations postales des Pays-membres en vue de perfectionner le service postal international;
- b) favoriser le développement de l'assistance technique postale dans le cadre de la coopération technique internationale;
- c) étudier les problèmes d'ordre administratif, législatif et juridique intéressant le service postal international et communiquer le résultat de ces études aux Administrations postales;
- d) désigner le Pays-siège du prochain Congrès dans le cas prévu à l'article 101, § 4;
- e) soumettre des sujets d'étude à l'examen du Conseil de gestion de la Commission consultative des études postales, conformément à l'article 104, § 3;
- f) examiner le rapport annuel établi par le Conseil de gestion de la Commission consultative des études postales et, le cas échéant, les propositions soumises par ce dernier;
- g) prendre les contacts utiles avec l'Organisation des Nations Unies, les conseils et les commissions de cette organisation ainsi qu'avec les institutions spécialisées et autres organismes internationaux pour les études et la préparation des rapports à soumettre à l'approbation des Administrations postales des Pays-membres. Envoyer, le cas échéant, des représentants de l'Union pour participer en son nom aux séances de ces organismes internationaux. Désigner, en temps utile, les organisations internationales intergouvernementales qui doivent être invitées à se faire représenter à un Congrès et charger le Directeur général du Bureau international d'envoyer les invitations nécessaires;
- h) formuler, s'il y a lieu, des propositions qui seront soumises à l'approbation soit des Administrations postales des Pays-membres selon les articles 31, § 1, de la Constitution, et 120 du présent Règlement, soit du Congrès lorsque ces propositions concernent des études confiées par le Congrès au Conseil exécutif ou qu'elles résultent des activités du Conseil exécutif lui-même définies par le présent article;
- i) examiner, à la demande de l'Administration postale d'un Pays-membre, toute proposition que cette Administration transmet au Bureau international selon l'article 119, en préparer les commentaires et charger le Bureau d'annexer ces derniers à ladite proposition avant de la soumettre à l'approbation des Administrations postales des Pays-membres;
- j) dans le cadre du Règlement général:
 - 1° assurer le contrôle de l'activité du Bureau international dont il nomme, le cas échéant et sur proposition du Gouvernement de la Confédération Suisse, le Directeur général;
 - 2° approuver, sur proposition du Directeur général du Bureau international, les nominations du personnel hors classe et des agents des 1^{re}, 2^e et 3^e classes de traitement, après examen des titres de compétence professionnelle des candidats présentés par les Administrations postales des Pays-membres, en tenant compte d'une équitable répartition géographique continentale et des langues ainsi que de toutes autres considérations y relatives, tout en respectant le régime intérieur de promotions du Bureau;
 - 3° approuver le rapport annuel établi par le Bureau international sur les activités de l'Union et présenter, s'il y a lieu, des commentaires à son sujet;
 - 4° recommander à l'Autorité de surveillance, si les circonstances l'exigent, d'autoriser le dépassement du plafond des dépenses ordinaires.

6. Pour nommer le Directeur général et approuver les nominations du personnel hors classe, le Conseil exécutif tient compte de ce qu'en principe les personnes qui occupent ces postes doivent être des ressortissants de différents Pays-membres de l'Union.

7. Dans sa première réunion, qui est convoquée par le Président du dernier Congrès, le Conseil exécutif élit, parmi ses membres, un Président et quatre Vice-Présidents et arrête son règlement intérieur. Le Directeur général du Bureau international exerce les fonctions de Secrétaire général du Conseil exécutif et prend part aux débats sans droit de vote.

8. Sur convocation de son Président, le Conseil exécutif se réunit, en principe une fois par an, au siège de l'Union. Le Bureau international prépare les travaux du Conseil exécutif et adresse tous les documents de chaque session aux Administrations postales des membres du Conseil exécutif, aux Unions restreintes ainsi qu'aux autres Administrations postales des Pays-membres qui en font la demande.

9. Le représentant de chacun des membres du Conseil exécutif a droit au remboursement du prix d'un billet de voyage aller et retour en 1^{re} classe, par air, par mer ou par terre.

10. L'Administration postale du Pays où le Conseil exécutif se réunit est invitée à participer aux réunions en qualité d'observateur, si ce Pays n'est pas membre du Conseil exécutif.

11. Le Conseil exécutif peut inviter à participer à ses réunions, sans droit de vote, tout représentant d'un organisme international ou toute autre personne qualifiée qu'elle désire associer à ses travaux. Il peut également inviter dans les mêmes conditions les représentants d'une ou de plusieurs Administrations postales des Pays-membres intéressées à des questions prévues à son ordre du jour.

ARTICLE 103

Rapports sur les activités du Conseil exécutif

1. Le Conseil exécutif adresse aux Administrations postales, pour information, un compte rendu analytique à l'issue de chacune de ses sessions.

2. Le Conseil exécutif fait au Congrès un rapport sur l'ensemble de son activité et le transmet aux Administrations postales au moins deux mois avant l'ouverture du Congrès.

ARTICLE 104

Organisation et réunions de la Commission consultative des études postales

1. Les Pays-membres de l'Union sont, de droit, membres de la Commission consultative des études postales.

2. Le Congrès élit un Conseil de gestion de vingt-six membres chargé, entre deux Congrès, de diriger, d'animer et de coordonner les travaux de la Commission.

3. Le Congrès examine et adopte le programme des travaux de la Commission. Entre deux Congrès, le Conseil exécutif peut également soumettre au Conseil de gestion des sujets d'étude. Les Pays-membres qui, entre deux Congrès, désirent proposer l'étude d'une question particulière en font la demande au Président du Conseil de gestion.

4. La Commission se réunit aux lieux et dates fixés pour les Congrès. Elle y fonctionne comme Commission du Congrès pour l'examen des questions définies au § 6.

5. Entre deux Congrès, une réunion de la Commission peut être convoquée à la diligence du Président du Conseil de gestion, après entente avec le Président du Conseil exécutif et le Directeur général du Bureau international, à la demande ou avec l'assentiment des deux tiers au moins des membres de la Commission.

6. Les attributions de la Commission pendant le Congrès sont les suivantes:

- a) examiner les travaux effectués par le Conseil de gestion entre deux Congrès;
- b) examiner et approuver le rapport d'ensemble préparé par le Conseil de gestion à l'intention du Congrès en y annexant ses remarques éventuelles;
- c) examiner les propositions du Conseil de gestion sur les travaux futurs à entreprendre et établir le projet de programme à soumettre au Congrès;
- d) soumettre au Congrès la liste des Pays-membres qui ont demandé à faire partie du nouveau Conseil de gestion à élire;
- e) étudier toutes autres questions qui lui sont attribuées par le Congrès.

7. Les frais de fonctionnement de la Commission sont à la charge de l'Union.

8. Les membres de la Commission et de ses organes ne reçoivent aucune rémunération à l'occasion des travaux effectués. Les frais de voyage et de séjour des représentants des Administrations participant à la Commission et à ses organes sont à la charge de celles-ci.

ARTICLE 105

Conseil de gestion de la Commission consultative des études postales

1. Le mandat du Conseil de gestion correspond à l'intervalle entre deux Congrès.

2. Le représentant de chacun des membres du Conseil de gestion est désigné par l'Administration postale de son Pays. Ce représentant doit être un fonctionnaire qualifié de l'Administration postale.

3. Le Conseil de gestion se réunit en principe tous les ans; le lieu et la date de la réunion sont fixés par son Président, après accord avec le Président du Conseil exécutif et le Directeur général du Bureau international.

4. A sa première réunion qui est convoquée et ouverte par le Président du Congrès, le Conseil de gestion choisit, parmi ses membres, un Président et trois Vice-Présidents.

5. Le Président et les trois Vice-Présidents du Conseil de gestion forment le Comité directeur de ce Conseil. Le Comité directeur prépare et dirige les travaux de chaque session du Conseil de gestion et assume toutes les tâches que le Conseil de gestion décide de lui confier.

6. Le Conseil de gestion arrête son Règlement intérieur.

7. Les travaux du Conseil de gestion sont répartis entre trois sections spécialisées:

- a) section technique,
- b) section d'exploitation,
- c) section économique,

auxquelles il incombe notamment:

1° d'organiser l'étude des problèmes techniques, d'exploitation et économiques les plus importants qui présentent de l'intérêt pour les Administrations postales de tous les Pays-membres de l'Union et d'élaborer des informations et des avis à leur sujet;

2° de prendre les mesures nécessaires en vue d'étudier et de diffuser les expériences et les progrès faits par certains Pays dans le domaine de la technique, de l'exploitation et de l'économie des services postaux;

3° d'étudier la situation actuelle et les besoins des services postaux dans les Pays nouveaux et en voie de développement et d'élaborer des recommandations convenables sur les voies et les moyens d'améliorer les services postaux dans ces Pays;

4° de prendre, après entente avec le Conseil exécutif, les mesures appropriées dans le domaine de la coopération technique avec tous les Pays-membres de l'Union, en particulier avec les Pays nouveaux et en voie de développement.

8. Chaque Vice-Président du Conseil de gestion est Président de l'une des sections.

9. Les sections créent des groupes de travail chargés d'étudier des questions déterminées. Les membres du Conseil de gestion participent effectivement aux études entreprises. Les Pays-membres n'appartenant pas au Conseil de gestion peuvent, sur leur demande, collaborer aux travaux des groupes de travail.

10. Lors de chaque session, le Conseil de gestion:

- a) procède à des échanges de vues sur les travaux effectués ou en cours et formule, le cas échéant, des recommandations à leur sujet;
- b) arrête le programme des travaux à entreprendre jusqu'à sa prochaine session et coordonne les travaux des sections;
- c) examine toutes autres questions qui lui sont soumises par un membre de la Commission consultative des études postales ou par le Conseil exécutif.

11. Le Conseil de gestion formule, s'il y a lieu, des propositions découlant directement des avis émis ou des conclusions des études entreprises. Ces propositions sont soumises:

- a) au Conseil exécutif lorsqu'il s'agit de questions relevant de la compétence de celui-ci;
- b) au Congrès, dans les autres cas, sous réserve de l'approbation de la Commission consultative des études postales.

12. Le Conseil de gestion et ses organes peuvent inviter à participer à leurs réunions, sans droit de vote:

- a) tout représentant d'un organisme international ou toute autre personne qualifiée qu'ils désirent associer à leurs travaux;
- b) des représentants d'Administrations postales de Pays-membres n'appartenant pas au Conseil de gestion.

13. Le Secrétariat du Conseil de gestion et de ses organes est assuré par le Bureau international. Ce dernier prépare, conformément aux directives du Comité directeur, les travaux du Conseil de gestion et adresse tous les documents de chaque session aux Administrations postales des membres du Conseil de gestion, aux Administrations postales des Pays qui, sans être membres du Conseil de gestion, font partie de groupes de travail, aux Unions restreintes, ainsi qu'aux Administrations postales des Pays-membres qui en font la demande.

ARTICLE 106

Rapports sur les activités du Conseil de gestion de la Commission consultative des études postales

Le Conseil de gestion

- a) adresse aux Administrations postales des Pays-membres et aux Unions restreintes, pour information, un compte rendu analytique à l'issue de chacune de ses sessions;
- b) établit, à l'intention du Conseil exécutif, un rapport annuel sur ses activités;
- c) établit, à l'intention du Congrès, un rapport sur l'ensemble de son activité et le transmet aux Administrations postales des Pays-membres au moins deux mois avant l'ouverture du Congrès.

ARTICLE 107**Règlement intérieur des Congrès, des Conférences administratives et des Commissions spéciales**

Chaque Congrès, chaque Conférence administrative et chaque Commission spéciale arrête son règlement intérieur. Jusqu'à l'adoption de ce règlement, les dispositions du règlement intérieur arrêtées par la précédente réunion du même organe sont applicables en tant qu'elles ont trait aux délibérations.

ARTICLE 108**Langues utilisées pour la publication des documents, les délibérations et la correspondance de service**

1. Les documents de l'Union sont fournis en toute langue soit par l'intermédiaire du Bureau international, soit par les centres régionaux en collaboration avec le Bureau international, à la demande d'un Pays-membre ou d'un groupe de Pays-membres.

2. Les documents reproduits par l'intermédiaire du Bureau international sont distribués simultanément dans les langues demandées.

3. Les frais afférents à la publication des documents par le Bureau international ou par son intermédiaire dans n'importe quelle langue, y compris éventuellement les frais de traduction, sont supportés par le Pays-membre ou le groupe de Pays-membres qui a demandé à recevoir les documents dans cette langue.

4. Les frais à supporter par un groupe de Pays-membres sont répartis entre ceux-ci proportionnellement à leur contribution aux dépenses générales de l'Union.

5. Le Bureau international donne suite à tout changement de choix de langue demandé par un Pays-membre après un délai qui ne doit pas dépasser deux ans.

6. Pour les délibérations des réunions des organes de l'Union, les langues française, anglaise, espagnole et russe sont admises, moyennant un système d'interprétation — avec ou sans équipement électronique — dont le choix est laissé à l'appréciation des organisateurs de la réunion après consultation du Directeur général du Bureau international et des Pays-membres intéressés.

7. D'autres langues sont également autorisées pour les délibérations et les réunions indiquées au § 6.

8. Les délégations qui emploient d'autres langues assurent l'interprétation simultanée en l'une des langues mentionnées au § 6, soit par le système indiqué au même paragraphe, lorsque les modifications d'ordre technique nécessaires peuvent y être apportées, soit par des interprètes particuliers.

9. Les frais des services d'interprétation sont répartis entre les Pays-membres utilisant la même langue dans la proportion de leur contribution aux dépenses générales de l'Union. Toutefois, les frais d'installation et d'entretien de l'équipement technique sont supportés par l'Union.

10. Les Administrations postales peuvent s'entendre au sujet de la langue à employer pour la correspondance de service dans leurs relations réciproques. A défaut d'une telle entente, la langue à employer est le français.

CHAPITRE II

BUREAU INTERNATIONAL

ARTICLE 109**Liste des Pays-membres**

Le Bureau international établit et tient à jour la liste des Pays-membres de l'Union en y indiquant la classe de contribution de chacun d'eux. Il établit également et tient à jour la liste des Arrangements et des Pays-membres qui y sont parties.

ARTICLE 110**Fonctions et pouvoirs du Directeur général du Bureau international**

1. Les fonctions et les pouvoirs du Directeur général du Bureau international sont ceux qui lui sont expressément attribués par les Actes de l'Union et ceux qui découlent des tâches assignées au Bureau international.

2. Le Directeur général dirige le Bureau international.

3. Le Directeur général ou son représentant assiste aux séances des Congrès, des Conférences administratives et des Commissions spéciales et prend part aux délibérations sans droit de vote.

ARTICLE 111**Préparation des travaux des Congrès, des Conférences administratives et des Commissions spéciales**

Le Bureau international prépare les travaux des Congrès, des Conférences administratives et des Commissions spéciales. Il pourvoit à l'impression et à la distribution des documents.

ARTICLE 112**Renseignements. Avis. Demandes d'interprétation et de modification des Actes. Enquêtes. Intervention dans la liquidation des comptes**

1. Le Bureau international se tient en tout temps à la disposition du Conseil exécutif, de la Commission consultative des études postales et des Administrations postales pour leur fournir tous renseignements utiles sur les questions relatives au service.

2. Il est chargé, notamment, de réunir, de coordonner, de publier et de distribuer les renseignements de toute nature qui intéressent le service postal international; d'émettre, à la demande des parties en cause, un avis sur les questions litigieuses; de donner suite aux demandes d'interprétation et de modification des Actes de l'Union et, en général, de procéder aux études et aux travaux de rédaction ou de documentation que lesdits Actes lui attribuent ou dont il serait saisi dans l'intérêt de l'Union.

3. Il procède également aux enquêtes qui sont demandées par les Administrations postales en vue de connaître l'opinion des autres Administrations sur une question déterminée. Le résultat d'une enquête ne revêt pas le caractère d'un vote et ne lie pas formellement.

4. Il saisit, à toutes fins utiles, le Président du Conseil de gestion de la Commission consultative des études postales des questions qui sont de la compétence de cet organe.

5. Il intervient, à titre d'office de compensation, dans la liquidation des comptes de toute nature relatifs au service postal international, entre les Administrations postales qui réclament cette intervention.

ARTICLE 113**Coopération technique**

Le Bureau international est chargé, dans le cadre de la coopération technique internationale, de développer l'assistance technique postale sous toutes ses formes.

ARTICLE 114**Formules fournies par le Bureau international**

Le Bureau international est chargé de faire confectionner les cartes d'identité postales, les coupons-réponse internationaux, les bons postaux de voyage et les couvertures de carnets de bons et d'en approvisionner, au prix de revient, les Administrations postales qui en font la demande.

ARTICLE 115**Actes des Unions restreintes et Arrangements spéciaux**

1. Deux exemplaires des Actes des Unions restreintes et des Arrangements spéciaux conclus en application de l'article 8 de la Constitution doivent être transmis au Bureau international par les bureaux de ces Unions ou, à défaut, par une des Parties contractantes.

2. Le Bureau international veille à ce que les Actes des Unions restreintes et les Arrangements spéciaux ne prévoient pas des conditions moins favorables pour le public que celles qui sont prévues dans les Actes de l'Union, et informe les Administrations postales de l'existence des Unions et des Arrangements susdits. Il signale au Conseil exécutif toute irrégularité constatée en vertu de la présente disposition.

ARTICLE 116**Revue de l'Union**

Le Bureau international rédige, à l'aide des documents qui sont mis à sa disposition, une revue en langues allemande, anglaise, arabe, chinoise, espagnole, française et russe.

ARTICLE 117

Rapport annuel sur les activités de l'Union

Le Bureau International fait, sur les activités de l'Union, un rapport annuel qui est communiqué aux Administrations postales et à l'*Organisation des Nations Unies*. Ce rapport doit être approuvé par le Conseil exécutif.

CHAPITRE III

PROCÉDURE D'INTRODUCTION ET D'EXAMEN DES PROPOSITIONS MODIFIANT LES ACTES DE L'UNION

ARTICLE 118

Procédure de présentation des propositions au Congrès

1. La procédure suivante règle l'introduction des propositions à soumettre au Congrès par les Administrations postales des Pays-membres:

- a) les propositions qui parviennent au Bureau International au moins 6 mois avant la date fixée pour le Congrès sont publiées dans des cahiers spéciaux dits cahiers des propositions;
- b) aucune proposition d'ordre rédactionnel n'est admise pendant la période de 6 mois qui précède la date fixée pour le Congrès;
- c) les propositions de fond qui parviennent au Bureau international dans l'intervalle compris entre 6 et 4 mois avant la date fixée pour le Congrès ne sont publiées dans les cahiers des propositions que si elles sont appuyées par au moins deux Administrations;
- d) les propositions de fond qui parviennent au Bureau international pendant la période de 4 mois qui précède la date fixée pour le Congrès ne sont publiées que si elles sont appuyées par au moins huit Administrations;
- e) les déclarations d'appui doivent parvenir au Bureau international dans le même délai que les propositions qu'elles concernent.

2. Les propositions d'ordre rédactionnel sont munies, en tête, de la mention «Proposition d'ordre rédactionnel» par les Administrations qui les présentent et publiées par le Bureau international sous un numéro suivi de la lettre R. Les propositions non munies de cette mention mais qui, de l'avis du Bureau International, ne touchent que la rédaction sont publiées avec une annotation appropriée; le Bureau international établit une liste de ces propositions à l'intention du Congrès.

3. La procédure prescrite aux §§ 1 et 2 ne s'applique pas aux amendements à des propositions déjà faites.

ARTICLE 119

Procédure de présentation des propositions entre deux Congrès

1. Pour être mise en délibération, chaque proposition concernant la Convention ou les Arrangements et introduite par une Administration postale entre deux Congrès doit être appuyée par au moins deux autres Administrations. Ces propositions restent sans suite lorsque le Bureau international ne reçoit pas, en même temps, les déclarations d'appui nécessaires.

2. Ces propositions sont adressées aux autres Administrations postales par l'intermédiaire du Bureau international.

ARTICLE 120

Examen des propositions entre deux Congrès

1. Toute proposition est soumise à la procédure suivante: un délai de deux mois est laissé aux Administrations postales des Pays-membres pour examiner la proposition notifiée par circulaire du Bureau international et, le cas échéant, pour faire parvenir leurs observations audit Bureau. Les amendements ne sont pas admis. Les réponses sont réunies par les soins du Bureau international et communiquées aux Administrations postales avec invitation de se prononcer pour ou contre la proposition. Celles qui n'ont pas fait parvenir leur vote dans un délai de deux mois sont considérées comme s'abstenant. Les délais précités comptent à partir de la date des circulaires du Bureau international.

2. Si la proposition concerne un Arrangement, son Règlement ou leurs Protocoles finals, seules les Administrations postales des Pays-membres qui sont parties à cet Arrangement peuvent prendre part aux opérations indiquées au § 1.

ARTICLE 121

Notification des décisions adoptées entre deux Congrès

1. Les modifications apportées à la Convention, aux Arrangements et aux Protocoles finals de ces Actes sont consacrées par une déclaration diplomatique que le Gouvernement de la Confédération Suisse est chargé d'établir et de transmettre, à la demande du Bureau international, aux Gouvernements des Pays-membres.

2. Les modifications apportées aux Règlements et à leurs Protocoles finals sont constatées et notifiées aux Administrations postales par le Bureau international. Il en est de même des interprétations visées à l'article 69, § 2, lettre c), chiffre 2°, de la Convention et aux dispositions correspondantes des Arrangements.

ARTICLE 122

Exécution des décisions adoptées entre deux Congrès

Toute décision adoptée n'est exécutoire que trois mois, au moins, après sa notification.

CHAPITRE IV

FINANCES

ARTICLE 123

Fixation et règlement des dépenses de l'Union

1. Les dépenses ordinaires de l'Union ne doivent pas dépasser, par année, la somme de 3 710 000 francs-or.

2. Sur recommandation du Conseil exécutif, l'Autorité de surveillance peut, si les circonstances l'exigent, autoriser le dépassement du chiffre maximal fixé au § 1.

3. Aucun dépassement du plafond des dépenses ordinaires fixé au § 1 ne peut être autorisé pour la première année suivant celle du Congrès. A partir de la deuxième année, le plafond financier peut être dépassé de 5% par année au maximum.

4. Les Pays qui adhèrent à l'Union ou qui sont admis en qualité de membres de l'Union ainsi que ceux qui sortent de l'Union doivent acquitter leur cotisation pour l'année entière au cours de laquelle leur admission ou leur sortie devient effective.

5. Le Gouvernement de la Confédération Suisse fait les avances nécessaires et surveille la tenue des comptes financiers ainsi que la comptabilité du Bureau international dans la limite du crédit fixé par le Congrès.

6. Les sommes avancées par le Gouvernement de la Confédération Suisse, suivant le § 5, doivent être remboursées par les Administrations postales débitrices dans le plus bref délai possible et au plus tard avant le 31 décembre de l'année d'envoi du compte. Passé ce délai, les sommes dues sont productives d'intérêt au profit dudit Gouvernement, à raison de 5% par an, à compter du jour de l'expiration dudit délai.

ARTICLE 124

Classes de contribution

Les Pays-membres sont répartis, conformément à l'article 21, § 4, de la Constitution, en 7 classes et contribuent aux dépenses de l'Union dans les proportions ci-après:

1 ^e classe, 25 unités	5 ^e classe, 5 unités
2 ^e classe, 20 unités	6 ^e classe, 3 unités
3 ^e classe, 15 unités	7 ^e classe, 1 unité
4 ^e classe, 10 unités	

ARTICLE 125

Paiement des fournitures du Bureau international

Les fournitures que le Bureau international livre à titre onéreux aux Administrations postales doivent être payées dans le plus bref délai possible, et au plus tard dans les 6 mois à partir du premier jour du mois qui suit celui de l'envoi du compte par ledit Bureau. Possé ce délai, les sommes dues sont productives d'intérêt au profit du Gouvernement de la Confédération Suisse qui en a fait l'avance, à raison de 5% par an, à compter du jour de l'expiration dudit délai.

CHAPITRE V

ARBITRAGES

ARTICLE 126

Procédure d'arbitrage

1. En cas de différend à régler par jugement arbitral, chacune des Administrations postales en cause choisit une Administration postale d'un Pays-membre qui n'est pas directement intéressée dans le litige. Lorsque plusieurs Administrations font cause commune, elles ne comptent, pour l'application de cette disposition, que pour une seule.

2. Au cas où l'une des Administrations en cause ne donne pas suite à une proposition d'arbitrage dans le délai de six mois, le Bureau International, si la demande lui en est faite, provoque à son tour la désignation d'un arbitre par l'Administration défaillante ou en désigne un lui-même, d'office.

3. Les parties en cause peuvent s'entendre pour désigner un arbitre unique, qui peut être le Bureau International.

4. La décision des arbitres est prise à la majorité des voix.

5. En cas de partage des voix, les arbitres choisissent, pour trancher le différend, une autre Administration postale également désintéressée dans le litige. A défaut d'une entente sur le choix, cette Administration est désignée par le Bureau international parmi les Administrations non proposées par les arbitres.

6. S'il s'agit d'un différend concernant l'un des Arrangements, les arbitres ne peuvent être désignés en dehors des Administrations qui participent à cet Arrangement.

CHAPITRE VI

DISPOSITIONS FINALES

ARTICLE 127

Conditions d'approbation des propositions concernant le Règlement général

Pour devenir exécutoires, les propositions soumises au Congrès et relatives au présent Règlement général doivent être approuvées par la majorité des Pays-membres représentés au Congrès. Les deux tiers des Pays-membres de l'Union doivent être présents au moment du vote.

ARTICLE 128

Propositions concernant les Accords avec l'Organisation des Nations Unies

Les conditions d'approbation visées à l'article 127 s'appliquent également aux propositions tendant à modifier les Accords conclus entre l'Union postale universelle et l'Organisation des Nations Unies dans la mesure où ces Accords ne prévoient pas les conditions de modification des dispositions qu'ils contiennent.

ARTICLE 129

Mise à exécution et durée du Règlement général

Le présent Règlement général sera mis à exécution le 1^{er} janvier 1966 et demeurera en vigueur jusqu'à la mise à exécution des Actes du prochain Congrès.

En foi de quoi, les Plénipotentiaires des Gouvernements des Pays-membres ont signé le présent Règlement général en un exemplaire qui restera déposé aux Archives du Gouvernement du Pays-siège de l'Union. Une copie en sera remise à chaque Partie par le Gouvernement du Pays-siège du Congrès.

Fait à Vienne, le 10 juillet 1964.

[The signatures appearing here in the original correspond to those on pages 1458–1473.]

**PROTOCOLE FINAL
DU RÈGLEMENT GÉNÉRAL DE L'UNION POSTALE UNIVERSELLE**

Au moment de procéder à la signature du Règlement général de l'Union postale universelle conclu à la date de ce jour, les Plénipotentiaires soussignés sont convenus de ce qui suit:

ARTICLE I

Conseil exécutif et Conseil de gestion de la Commission consultative des études postales

Les dispositions du Règlement général relatives à l'organisation et au fonctionnement du Conseil exécutif et du Conseil de gestion de la Commission consultative des études postales sont applicables avant la mise à exécution de ce Règlement.

ARTICLE II

Langues utilisées pour la publication des documents

1. Par dérogation à l'article 33 de la Constitution et à l'article 129 du Règlement général, la mise en vigueur du nouveau régime linguistique permanent prévu à l'article 108 du Règlement général sera fixé par le Conseil exécutif, en tenant compte des exigences pratiques posées par l'organisation du nouveau régime.

2. Entre-temps, le Bureau international devrait donner suite aux demandes de fournitures des documents de l'Union en toute langue par des mesures provisoires, par exemple en recourant à des agences privées de traduction ou en concluant un contrat avec une autre institution spécialisée qui emploie un système multilingue.

3. Le Conseil exécutif pourra, s'il le juge nécessaire, prendre des mesures à cet effet.

ARTICLE III

Dépenses de l'Union

Par dérogation à l'article 129, le plafond des dépenses annuelles ordinaires de l'Union prévu à l'article 123, § 1, est applicable dès le 1^{er} janvier 1964.

En foi de quoi, les Plénipotentiaires ci-dessous ont dressé le présent Protocole, qui aura la même force et la même valeur que si ses dispositions étaient insérées dans le texte même du Règlement général, et ils l'ont signé en un exemplaire qui restera déposé aux Archives du Gouvernement du Pays-siège de l'Union. Une copie en sera remise à chaque Partie par le Gouvernement du Pays-siège du Congrès.

Fait à Vienne, le 10 juillet 1964.

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CONVENTION POSTALE UNIVERSELLE

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TIAS 5881

CONVENTION POSTALE UNIVERSELLE

Les soussignés, Plénipotentiaires des Gouvernements des Pays-membres de l'Union, vu l'article 22, § 3, de la Constitution de l'Union postale universelle, ont arrêté, d'un commun accord, dans la présente Convention, les règles communes applicables au service postal international et les dispositions concernant les services de la poste aux lettres.

PREMIÈRE PARTIE

Règles communes applicables au service postal international

ARTICLE PREMIER

Liberté de transit

1. La liberté de transit, dont le principe est énoncé à l'article premier de la Constitution, entraîne l'obligation, pour chaque Administration postale, d'acheminer toujours par les voies les plus rapides qu'elle emploie pour ses propres envois, les dépêches closes et les envois de la poste aux lettres à découvert qui lui sont livrés par une autre Administration. Cette obligation s'applique également aux correspondances-avion, que les Administrations postales intermédiaires prennent part ou non à leur réacheminement.

2. Les Pays-membres qui ne participent pas à l'échange des lettres contenant des matières biologiques périssables ou des matières radioactives ont la faculté de ne pas admettre ces envois au transit à découvert à travers leur territoire. Il en est de même pour les envois visés à l'article 28, § 5.

3. Les Pays-membres qui n'assurent pas le service des lettres et des boîtes avec valeur déclarée ou qui n'accèdent pas la responsabilité des valeurs pour les transports effectués par leurs services maritimes ou aériens ne peuvent toutefois s'opposer au transit en dépêches closes à travers leur territoire ou au transport par leurs voies maritimes ou aériennes des envois dont il s'agit; mais la responsabilité de ces Pays est limitée à celle qui est prévue pour les envois recommandés.

4. La liberté de transit des colis postaux à acheminer par les voies terrestres et maritimes est limitée au territoire des Pays participant à ce service.

5. La liberté de transit des colis-avion est garantie dans le territoire entier de l'Union. Toutefois, les Pays-membres qui ne sont pas parties à l'Arrangement concernant les colis postaux ne peuvent être obligés de participer à l'acheminement, par la voie de surface, des colis-avion.

6. Les Pays-membres qui sont parties à l'Arrangement concernant les colis postaux sont tenus d'assurer le transit des colis postaux avec valeur déclarée expédiés en dépêches closes, même lorsque ces Pays n'admettent pas cette catégorie d'envois ou n'acceptent pas la responsabilité y afférente pour les transports effectués par leurs services maritimes ou aériens, la responsabilité desdits Pays étant alors limitée à celle qui est prévue pour les colis de même poids sans valeur déclarée.

ARTICLE 2

Inobservation de la liberté de transit

Lorsqu'un Pays-membre n'observe pas les dispositions de l'article premier de la Constitution et de l'article premier de la Convention concernant la liberté de transit, les Administrations postales des autres Pays-membres ont le droit de supprimer le service postal avec ce Pays. Elles doivent donner préalablement avis de cette mesure par télégramme aux Administrations intéressées.

ARTICLE 3

Suspension temporaire de services

Lorsque, par suite de circonstances extraordinaires, une Administration postale se voit obligée de suspendre temporairement et d'une manière générale ou partielle l'exécution de services, elle est tenue d'en donner immédiatement avis, au besoin par télégramme, à l'Administration ou aux Administrations intéressées:

ARTICLE 4**Appartenance des envois postaux**

Tout envoi postal appartient à l'expéditeur aussi longtemps qu'il n'a pas été délivré à l'ayant droit, sauf si ledit envoi a été saisi en application de la législation du Pays de destination.

ARTICLE 5**Taxes**

1. Les taxes relatives aux différents services postaux internationaux sont fixées dans la Convention et les Arrangements.

2. Il est interdit de percevoir des taxes postales de n'importe quelle nature autres que celles qui sont prévues dans la Convention et les Arrangements.

ARTICLE 6**Équivalents**

Dans chaque Pays-membre, les taxes sont établies d'après une équivalence correspondant aussi exactement que possible, dans la monnaie de ce Pays, à la valeur du franc-or.

ARTICLE 7**Franchise postale**

Les cas de franchise postale sont expressément prévus par la Convention, les Arrangements et les Protocoles finals de ces Actes.

ARTICLE 8**Franchise postale en faveur des envois concernant les prisonniers de guerre et les internés civils**

1. Sous réserve de ce qui est prévu à l'article 54, § 2, les envois de la poste aux lettres, les lettres et les boîtes avec valeur déclarée, les colis postaux et les mandats de poste adressés aux prisonniers de guerre ou expédiés par eux soit directement, soit par l'entremise des Bureaux de renseignements prévus à l'article 122 de la Convention de Genève relative au traitement des prisonniers de guerre, du 12 août 1949, et de l'Agence centrale de renseignements sur les prisonniers de guerre prévue à l'article 123 de la même Convention, sont exonérés de toutes taxes. Les belligérants recueillis et internés dans un Pays neutre sont assimilés aux prisonniers de guerre proprement dits en ce qui concerne l'application des dispositions qui précédent.

2. Le § 1 s'applique également aux envois de la poste aux lettres, aux lettres et aux boîtes avec valeur déclarée, aux colis postaux et aux mandats de poste, en provenance d'autres Pays, adressés aux personnes civiles internées visées par la Convention de Genève relative à la protection des personnes civiles en temps de guerre, du 12 août 1949, ou expédiés par elles soit directement, soit par l'entremise des Bureaux de renseignements prévus à l'article 136 et de l'Agence centrale de renseignements prévue à l'article 140 de la même Convention.

3. Les Bureaux nationaux de renseignements et les Agences centrales de renseignements dont il est question ci-dessus bénéficient également de la franchise postale pour les envois de la poste aux lettres, les lettres et les boîtes avec valeur déclarée, les colis postaux et les mandats de poste concernant les personnes visées aux §§ 1 et 2, qu'ils expédient ou qu'ils reçoivent, soit directement, soit à titre d'intermédiaire, dans les conditions prévues auxdits paragraphes.

4. Les colis sont admis en franchise de port jusqu'au poids de 5 kg. La limite de poids est portée à 10 kg pour les envois dont le contenu est indivisible et pour ceux qui sont adressés à un camp ou à ses hommes de confiance pour être distribués aux prisonniers.

ARTICLE 9**Franchise postale en faveur des cécogrammes**

Sous réserve de ce qui est prévu à l'article 54, § 2, les cécogrammes sont exonérés de la taxe d'affranchissement ainsi que des taxes spéciales afférentes aux formalités de recommandation, d'avis de réception, d'après, de réclamation et de remboursement.

ARTICLE 10**Timbres-poste**

Seules les Administrations postales émettent les timbres-poste destinés à l'affranchissement.

ARTICLE 11**Formules**

1. Les formules à l'usage des Administrations pour leurs relations réciproques doivent être rédigées en langue française, avec ou sans traduction interlinéaire, à moins que les Administrations intéressées n'en disposent autrement par une entente directe.

2. Les formules à l'usage du public doivent comporter une traduction interlinéaire en langue française lorsqu'elles ne sont pas imprimées en cette langue.

3. Les textes, couleurs et dimensions des formules dont il est question aux §§ 1 et 2 doivent être ceux que prescrivent les Règlements de la Convention et des Arrangements.

ARTICLE 12**Cartes d'identité postales**

1. Chaque Administration postale peut délivrer, aux personnes qui en font la demande, des cartes d'identité postales valables comme pièces justificatives pour les opérations postales effectuées dans les Pays-membres qui n'ont pas notifié leur refus de les admettre.

2. L'Administration qui fait délivrer une carte est autorisée à percevoir, de ce chef, une taxe qui ne peut être supérieure à 1 franc.

3. Les Administrations sont dégagées de toute responsabilité lorsqu'il est établi que la livraison d'un envoi postal ou le paiement d'un mandat a eu lieu sur la présentation d'une carte régulière. Elles ne sont pas non plus responsables des conséquences que peuvent entraîner la perte, la soustraction ou l'emploi frauduleux d'une carte régulière.

4. La carte est valable pour une durée de cinq ans à compter du jour de son émission. Toutefois, elle cesse d'être valable lorsque la physionomie du titulaire s'est modifiée au point de ne plus correspondre à la photographie ou au signalement.

ARTICLE 13**Règlements des comptes**

Les règlements, entre les Administrations postales, des comptes internationaux provenant du trafic postal peuvent être considérés comme transactions courantes et effectués conformément aux obligations internationales courantes des Pays-membres intéressés, lorsqu'il existe des accords à ce sujet. En l'absence d'accords de ce genre, ces règlements de comptes sont effectués conformément aux dispositions du Règlement.

ARTICLE 14**Engagements relatifs aux mesures pénales**

Les Gouvernements des Pays-membres s'engagent à prendre, ou à proposer aux pouvoirs législatifs de leur Pays, les mesures nécessaires:

- a) pour punir la contrefaçon des timbres-poste, même retirés de la circulation, des coupons-réponse internationaux et des cartes d'identité postales;
- b) pour punir l'usage ou la mise en circulation:
 - 1^e de timbres-poste contrefaits (même retirés de la circulation) ou ayant déjà servi, ainsi que d'empreintes contrefaites ou ayant déjà servi, de machines à affranchir ou de presses d'imprimerie;
 - 2^e de coupons-réponse internationaux contrefaits;
 - 3^e de cartes d'identité postales contrefaites;
- c) pour punir l'emploi frauduleux de cartes d'identité postales régulières;
- d) pour interdire et réprimer toutes opérations frauduleuses de fabrication et de mise en circulation de vignettes et timbres en usage dans le service postal, contrefaits ou imités de telle manière qu'ils pourraient être confondus avec les vignettes et timbres émis par l'Administration postale d'un des Pays-membres;
- e) pour empêcher et, le cas échéant, punir l'insertion d'opium, de morphine, de cocaïne ou d'autres stupéfiants, de même que de matières explosives ou facilement inflammables, dans des envois postaux en faveur desquels cette insertion ne serait pas expressément autorisée par la Convention et les Arrangements.

DEUXIÈME PARTIE

Dispositions concernant la poste aux lettres

CHAPITRE I DISPOSITIONS GÉNÉRALES

ARTICLE 15

Envois de la poste aux lettres

Les envois de la poste aux lettres comprennent les lettres, les cartes postales simples et avec réponse payée, les imprimés, les cécogrammes, les échantillons de marchandises, les petits paquets et les envois «Phonopost».

ARTICLE 16

Taxes et conditions générales

1. Les taxes d'affranchissement pour le transport des envois de la poste aux lettres dans toute l'étendue de l'Union ainsi que les limites de poids et de dimensions sont fixées conformément aux indications du tableau ci-dessous. Sauf les exceptions prévues à l'article 17, § 3, ces taxes comprennent la livraison des envois au domicile des destinataires pour autant que le service de distribution est organisé dans les Pays de destination:

Envoi 1	Unités de poids 2	Taxes 3	Limites	
			de poids 4	de dimensions 5
Lettres: 1 "échelon de poids. . . , par échelon supplémentaire	g 20	c 25 15	2 kg	<p>Maximums: longueur, largeur et épaisseur additionnées: 90 cm, sans que la plus grande dimension puisse dépasser 60 cm. En rouleaux: longueur plus deux fois le diamètre: 104 cm, sans que la plus grande dimension puisse dépasser 90 cm.</p> <p>Minimums: comporter une face dont les dimensions ne soient pas inférieures à 10×7 cm. En rouleaux: longueur plus deux fois le diamètre: 17 cm, sans que la plus grande dimension soit inférieure à 10 cm.</p> <p>Les envois dont les dimensions sont inférieures aux minimums fixés ci-dessus sont néanmoins admis s'ils sont pourvus d'une étiquette-adresse rectangulaire, en carton ou papier consistant, dont les dimensions ne sont pas inférieures à 10×7 cm.</p>

Envols 1	Unités de poids 2	Taxes 3	Limites	
			de poids 4	de dimensions 5
Cartes postales	g	c		
simples	—	15	—	
avec réponse payée	—	30	—	Maximums: 15 × 10,7 cm. Minimums: comme pour les lettres.
Imprimés	50	—	3 kg	
1 ^{er} échelon de poids.	—	12	(s'il s'agit de livres: 5 kg; cette limite de poids peut aller jusqu'à 10 kg après entente entre les Administrations intéressées)	
par échelon supplémentaire	—	6		
Cécogrammes	voir article 9		7 kg	Comme pour les lettres.
Echantillons de marchandises	50	—	500 g	
1 ^{er} échelon de poids.	—	12		
par échelon supplémentaire	—	6		
Minimum de taxe	—	25		
Petits paquets.	50	12	1 kg	
Minimum de taxe	—	50		
Envols «Phonopost»	50	20	1 kg	

2. Les limites de poids et de dimensions fixées au § 1 ne s'appliquent pas aux envois de la poste aux lettres relatifs au service postal dont il est question à l'article 23. Les imprimés à l'adresse du même destinataire et pour la même destination renfermés dans un ou plusieurs sacs spéciaux ne sont pas davantage soumis aux limites de poids fixées au § 1 pour cette catégorie d'envois.

3. La taxe applicable aux imprimés à l'adresse du même destinataire et pour la même destination insérés dans un sac spécial est calculée par échelons de 50 grammes jusqu'à concurrence du poids total du sac. Chaque Administration a la faculté de concéder pour les imprimés expédiés par sacs spéciaux une réduction de taxe pouvant aller jusqu'à 10%.

4. Les matières biologiques périssables emballées et étiquetées dans les conditions stipulées par le Règlement sont soumises au tarif général des lettres et ne peuvent être échangées qu'entre laboratoires qualifiés officiellement reconnus. Cet échange est, en outre, limité aux relations entre les Pays-membres dont les Administrations postales se sont déclarées d'accord pour accepter ces envois soit dans leurs relations réciproques, soit dans un seul sens.

5. Les matières radioactives sont admises au transport par la poste dans les conditions stipulées par le Règlement; elles sont soumises au tarif général des lettres et ne peuvent être déposées que par des expéditeurs dûment autorisés. Les envois de l'espèce sont acheminés par la voie la plus rapide, normalement par la voie aérienne. Cet échange est en outre limité aux relations entre les Pays-membres dont les Administrations postales se sont déclarées d'accord pour accepter ces envois soit dans leurs relations réciproques, soit dans un seul sens.

6. Chaque Administration postale a la faculté de concéder pour les journaux et écrits périodiques publiés dans son Pays une réduction qui ne peut dépasser 50% du tarif général des imprimés, tout en se réservant le droit de limiter cette réduction aux journaux et écrits périodiques qui remplissent les conditions requises par la réglementation intérieure pour circuler au tarif des journaux. Sont exclus de la réduction, quelle que soit la régularité de leur publication, les imprimés commerciaux tels que catalogues, prospectus, prix courants, etc.; il en est de même des réclames imprimées sur des feuilles jointes aux journaux et écrits périodiques.

7. Les Administrations peuvent également concéder la même réduction pour les livres et brochures, pour les papiers de musique et pour les cartes géographiques qui ne contiennent aucune publicité ou réclame autre que celle qui figure sur la couverture ou les pages de garde de ces envois.

8. Les envois autres que les lettres recommandées sous enveloppe close ne peuvent renfermer des pièces de monnaie, des billets de banque, des billets de monnaie ou des valeurs quelconques au porteur, du platine, de l'or ou de l'argent, manufacturés ou non, des piergeries, des bijoux et autres objets précieux.

9. Les Administrations des Pays d'origine et de destination ont la faculté de traiter, selon leur législation, les lettres qui contiennent des documents ayant le caractère de correspondance actuelle et personnelle échangés entre personnes autres que l'expéditeur et le destinataire ou les personnes habitant avec eux.

10. Les lettres, les imprimés, les cécogrammes, les échantillons de marchandises et les petits paquets ne peuvent contenir aucune carte ou enveloppe-réponse affranchie avec des timbres-poste ou empreintes d'affranchissement du Pays d'origine de l'envoi.

11. Sauf les exceptions prévues au Règlement, les imprimés, les cécogrammes, les échantillons de marchandises et les petits paquets:

- a) doivent être conditionnés de manière à pouvoir être facilement vérifiés;
- b) ne peuvent porter aucune annotation ni contenir aucun document ayant le caractère de correspondance actuelle et personnelle;
- c) ne peuvent contenir aucun timbre-poste, aucune formule d'affranchissement, oblitérés ou non, ni aucun papier représentatif d'une valeur.

12. Le service des envois «Phonopost» est limité aux Pays-membres dont les Administrations postales se sont déclarées d'accord pour admettre ces envois dans leurs relations réciproques ou à la réception seulement.

13. La réunion en un seul envoi d'objets de catégories différentes est autorisée dans les conditions fixées par le Règlement.

14. Sauf les exceptions prévues par la Convention et son Règlement, il n'est pas donné cours aux envois qui ne remplissent pas les conditions requises par le présent article et par le Règlement. Les envois qui ont été admis à tort doivent être renvoyés à l'Administration d'origine. Toutefois, l'Administration de destination est autorisée à les remettre aux destinataires. Dans ce cas, elle leur applique, s'il y a lieu, les taxes prévues pour la catégorie d'envois de la poste aux lettres dans laquelle les font placer leur contenu, leur poids ou leurs dimensions. En ce qui concerne les envois dépassant les limites de poids maximales fixées au § 1, ils peuvent être taxés d'après leur poids réel.

ARTICLE 17

Taxes spéciales

1. Les Administrations sont autorisées à percevoir de l'expéditeur une taxe additionnelle, selon les dispositions de leur législation, sur les envois remis à leurs services d'expédition en dernière limite d'heure.

2. Les envois adressés poste restante peuvent être frappés par les Administrations des Pays de destination de la taxe spéciale qui est éventuellement prévue par leur législation pour les envois de même nature du régime intérieur.

3. Les Administrations des Pays de destination sont autorisées à percevoir une taxe spéciale de 60 centimes au maximum pour chaque petit paquet remis au destinataire. Cette taxe peut être augmentée de 30 centimes au maximum en cas de remise à domicile.

ARTICLE 18

Taxe de magasinage

L'Administration de destination est autorisée à percevoir, selon les dispositions de sa législation, une taxe de magasinage sur les imprimés, les petits paquets et les envois «Phonopost» dépassant le poids de 500 grammes dont le destinataire n'a pas pris livraison dans le délai pendant lequel ils sont tenus sans frais à sa disposition.

ARTICLE 19

Affranchissement

1. En règle générale, les envois désignés à l'article 15, à l'exception de ceux qui sont indiqués aux articles 8, 9 et 23, doivent être complètement affranchis par l'expéditeur.

2. Il n'est pas donné cours aux envois non ou insuffisamment affranchis autres que les lettres et les cartes postales simples, ni aux cartes postales avec réponse payée dont les deux parties ne sont pas entièrement affranchies au moment du dépôt.

3. Lorsque des lettres ou des cartes postales simples, non ou insuffisamment affranchies, sont déposées en grand nombre, l'Administration du Pays d'origine a la faculté de les rendre à l'expéditeur.

ARTICLE 20

Modalités d'affranchissement

1. L'affranchissement est opéré soit au moyen de timbres-poste imprimés ou collés sur les envois et valables dans le Pays d'origine, soit au moyen d'empreintes de machines à affranchir, officiellement adoptées et fonctionnant sous le contrôle immédiat de l'Administration postale, soit encore au moyen d'empreintes à la presse d'imprimerie ou par un autre procédé lorsqu'un tel système d'impression est autorisé par la réglementation de l'Administration d'origine.

2. L'affranchissement des imprimés à l'adresse du même destinataire et pour la même destination insérés dans un sac spécial est opéré par l'un des moyens visés au § 1 et représenté pour le montant total sur l'étiquette extérieure du sac.

3. Sont considérés comme dûment affranchis: les cartes postales-réponse portant, imprimés, collés ou appliqués, des timbres-poste ou des empreintes d'affranchissement du Pays d'émission de ces cartes, les envois régulièrement affranchis pour leur premier parcours et dont le complément de taxe a été acquitté avant leur réexpédition, ainsi que les journaux ou paquets de journaux et écrits périodiques dont la suscription porte la mention «Abonnement-poste» ou «Abonnement direct» et qui sont expédiés en vertu de l'Arrangement concernant les abonnements aux journaux et écrits périodiques. La mention «Abonnement-poste» ou «Abonnement direct» est suivie de l'indication «Taxe perçue» (T.P.) ou «Port payé» (P.P.).

ARTICLE 21

Affranchissement des envois de la poste aux lettres à bord des navires

1. Les envois déposés à bord d'un navire pendant le stationnement aux deux points extrêmes du parcours ou dans l'une des escales intermédiaires doivent être affranchis au moyen de timbres-poste et d'après le tarif du Pays dans les eaux duquel se trouve le navire.

2. Si le dépôt à bord a lieu en pleine mer, les envois peuvent être affranchis, sauf entente spéciale entre les Administrations intéressées, au moyen de timbres-poste et d'après le tarif du Pays auquel appartient ou dont dépend ledit navire.

ARTICLE 22

Taxe en cas d'absence ou d'insuffisance d'affranchissement

1. En cas d'absence ou d'insuffisance d'affranchissement et sauf les exceptions prévues à l'article 36, § 7, pour les envois recommandés et à l'article 144, §§ 3, 4 et 5, du Règlement pour certaines catégories d'envois réexpédiés, les lettres et les cartes postales simples sont passibles, à la charge soit du destinataire, soit de l'expéditeur lorsqu'il s'agit d'envois non distribuables, d'une taxe établie en fonction du montant double de l'affranchissement manquant et en raison de la proportion entre la taxe du premier échelon de poids de la lettre adoptée par le Pays de distribution et la même taxe adoptée par le Pays d'origine, sans que la taxe à percevoir puisse être inférieure à 10 centimes.

2. Le même traitement peut être appliqué, dans les cas précités, aux autres envois de la poste aux lettres qui ont été transmis à tort au Pays de destination.

ARTICLE 23

Franchise postale en faveur des Administrations postales, leurs bureaux et le Bureau International

Sous réserve de ce qui est prévu à l'article 54, § 4, sont exonérés de toutes taxes postales les envois de la poste aux lettres relatifs au service postal échangés entre:

- a) les Administrations postales;
- b) les Administrations postales et le Bureau International;
- c) les bureaux de poste des Pays-membres;
- d) les bureaux de poste et les Administrations postales.

ARTICLE 24

Coupons-réponse internationaux

1. Des coupons-réponse internationaux sont mis en vente dans les Pays-membres.

2. Le prix de vente en est déterminé par les Administrations intéressées, mais il ne peut être inférieur à 40 centimes ou à l'équivalent dans la monnaie du Pays de débit.

3. Chaque coupon-réponse est échangeable dans tout Pays-membre contre un timbre-poste ou des timbres-poste représentant l'affranchissement d'une lettre ordinaire de port simple originaire de ce Pays à destination de l'étranger. Sur présentation d'un nombre suffisant de coupons-réponse, les Administrations doivent fournir les timbres-poste nécessaires à l'affranchissement d'une lettre ordinaire ne dépassant pas 20 grammes à expédier par voie aérienne.

4. L'Administration d'un Pays-membre peut, en outre, se réservier la faculté d'exiger le dépôt simultané des coupons-réponse et des envois à affranchir en échange de ces coupons-réponse.

ARTICLE 25

Envois exprès

1. Les envois de la poste aux lettres sont, à la demande des expéditeurs, remis à domicile par porteur spécial immédiatement après l'arrivée, dans les Pays dont les Administrations consentent à se charger de ce service.

2. Ces envois, qualifiés «exprès», sont soumis, en sus du port ordinaire, à une taxe spéciale s'élevant au minimum au montant de l'affranchissement d'une lettre ordinaire de port simple et au maximum à 80 centimes ou au montant de la taxe applicable dans le service intérieur du Pays d'origine si celle-ci est plus élevée. Cette taxe doit être acquittée complètement à l'avance.

3. La taxe spéciale visée au § 2 et afférante à la remise par exprès de la partie «Réponse» d'une carte postale avec réponse payée ne peut être valablement acquittée que par l'expéditeur de cette partie.

4. Lorsque le domicile du destinataire se trouve en dehors du rayon de distribution locale du bureau de destination, la remise par exprès peut donner lieu à la perception, par l'Administration de destination, d'une taxe complémentaire jusqu'à concurrence de celle qui est fixée pour les envois de même nature du régime intérieur. La remise par exprès n'est toutefois pas obligatoire dans ce cas.

5. Les envois exprès non complètement affranchis pour le montant total des taxes payables à l'avance sont distribués par les moyens ordinaires, à moins qu'ils n'aient été traités comme exprès par le bureau d'origine. Dans ce dernier cas, les envois sont taxés d'après l'article 22.

6. Il est loisible aux Administrations de s'en tenir à un seul essai de remise par exprès. Si cet essai est infructueux, l'envoi peut être traité comme un envoi ordinaire.

7. Si la réglementation de l'Administration de destination le permet, les destinataires peuvent demander au bureau de distribution que les envois recommandés ou non parvenant à leur adresse soient remis par exprès dès leur arrivée. Dans ce cas, l'Administration de destination est autorisée à percevoir, au moment de la distribution, la taxe applicable dans son service intérieur.

ARTICLE 26

Retrait. Modification ou correction d'adresse

1. L'expéditeur d'un envoi de la poste aux lettres peut le faire retirer du service ou en faire modifier l'adresse tant que cet envoi:

- a) n'a pas été livré au destinataire;
- b) n'a pas été confisqué ou détruit par l'autorité compétente pour infraction à l'article 28;
- c) n'a pas été saisi en vertu de la législation du Pays de destination.

2. Chaque Administration est tenue d'accepter les demandes de retrait ou de modification d'adresse concernant tout envoi de la poste aux lettres déposé dans les services des autres Administrations, si sa législation le permet.

3. La demande à formuler à cet effet est transmise, par voie postale ou télégraphique, aux frais de l'expéditeur qui doit payer, pour chaque demande, une taxe de 60 centimes au maximum. En outre, l'expéditeur doit acquitter:

- a) la taxe de recommandation et, le cas échéant, la surtaxe aérienne correspondante, si la demande doit être transmise par voie postale;
- b) la taxe télégraphique correspondante, si la demande doit être transmise par voie télégraphique.

4. Si l'expéditeur désire être informé, par voie aérienne ou télégraphique, des dispositions prises par le bureau de destination à la suite de sa demande de retrait ou de modification d'adresse, il doit payer, à cet effet, la surtaxe aérienne ou la taxe télégraphique y relative.

5. Pour chaque demande de retrait ou de modification d'adresse concernant plusieurs envois remis simultanément au même bureau par le même expéditeur à l'adresse du même destinataire, il n'est perçu qu'une seule des taxes ou surtaxes prévues au § 3.

6. Une simple correction d'adresse (sans modification du nom ou de la qualité du destinataire) peut être demandée directement par l'expéditeur au bureau de destination, c'est-à-dire sans l'accomplissement des formalités et sans le paiement des taxes prévues au § 3.

7. Le renvoi à l'origine d'un envoi ou la réexpédition de celui-ci sur la nouvelle destination par suite d'une demande de retrait ou de modification d'adresse a lieu par voie aérienne lorsque l'expéditeur s'engage à payer la surtaxe aérienne correspondante.

ARTICLE 27

Réexpédition. Envois non distribuables

1. En cas de changement de résidence du destinataire, les envois de la poste aux lettres lui sont réexpédiés immédiatement, à moins que l'expéditeur n'en ait interdit la réexpédition par une annotation portée sur la suscription en une langue connue dans le Pays de destination. Toutefois, la réexpédition d'un Pays sur un autre n'a lieu que si les envois satisfont aux conditions requises pour le nouveau transport. En ce qui concerne les envois de la poste aux lettres à réexpédier ou à renvoyer par la voie aérienne, à la demande de l'expéditeur ou du destinataire, les articles 62, §§ 2 à 4, de la Convention et 183 du Règlement sont appliqués par analogie.

2. Chaque Administration a la faculté de fixer un délai de réexpédition conforme à celui qui est en vigueur dans son service intérieur.

3. Les Administrations qui perçoivent une taxe pour les demandes de réexpédition dans leur service intérieur sont autorisées à percevoir cette même taxe dans le service international.

4. Les envois non distribuables doivent être renvoyés immédiatement au Pays d'origine.

5. Le délai de garde des envois tenus en instance à la disposition des destinataires ou adressés poste restante est fixé par la réglementation de l'Administration de destination. Toutefois, ce délai ne peut, en règle générale, dépasser un mois, sauf dans des cas particuliers où l'Administration de destination juge nécessaire de le prolonger jusqu'à deux mois au maximum. Le renvoi au Pays d'origine doit avoir lieu dans un délai plus court si l'expéditeur l'a demandé par une annotation portée sur la suscription en une langue connue dans le Pays de destination.

6. Les cartes postales qui ne portent pas l'adresse de l'expéditeur ne sont pas renvoyées. En outre, le renvoi à l'origine des imprimés non distribuables n'est pas obligatoire, sauf si l'expéditeur en a demandé le retour par une annotation portée sur l'envoi en une langue connue dans le Pays de destination. Les imprimés recommandés et les livres doivent toujours être renvoyés.

7. La réexpédition d'envois de la poste aux lettres de Pays à Pays ou le renvoi de ceux-ci au Pays d'origine ne donne lieu à la perception d'aucun supplément de taxe, sauf les exceptions prévues au Règlement.

8. Les envois de la poste aux lettres qui sont réexpédiés ou renvoyés à l'origine comme envois non distribuables sont livrés aux destinataires ou aux expéditeurs contre paiement des taxes dont ils ont été grevés au départ, à l'arrivée ou en cours de route par suite de réexpédition au-delà du premier parcours, sans préjudice du remboursement des droits de douane ou autres frais spéciaux dont le Pays de destination n'accorde pas l'annulation.

9. En cas de réexpédition sur un autre Pays ou de non-remise, la taxe de poste restante, la taxe de dédouanement, la taxe de magasinage, la taxe de commission, la taxe complémentaire d'expédition et la taxe spéciale de remise aux destinataires des petits paquets sont annulées.

ARTICLE 28

Interdictions

1. L'expédition des objets visés ci-dessous est interdite:

- a) les objets qui, par leur nature ou leur emballage, peuvent présenter du danger pour les agents, salir ou détériorer les envois de la poste aux lettres (voir aussi la lettre f);
- b) les objets possibles de droits de douane (sauf les exceptions prévues à l'article 29) ainsi que les échantillons de marchandises expédiés en nombre en vue d'éviter la perception de ces droits;
- c) l'opium, la morphine, la cocaïne et autres stupéfiants;
- d) les objets dont l'importation ou la circulation est interdite dans le Pays de destination;
- e) les animaux vivants, à l'exception:
 - 1° des abeilles, des sangsues et des vers à soie;
 - 2° des parasites et des destructeurs d'insectes nocifs destinés au contrôle de ces insectes et échangés entre les institutions officiellement reconnues;

f) les matières explosives, inflammables ou autres matières dangereuses; toutefois, ne l'oublient pas sous le coup de cette interdiction les matières biologiques périssables et les matières radioactives visées à l'article 16, §§ 4 et 5;

g) les objets obscènes ou immoraux.

2. Les envois qui contiennent les objets mentionnés au § 1 et qui ont été admis à tort à l'expédition sont traités selon la législation du Pays de l'Administration qui en constate la présence.

3. Toutefois, les envois qui contiennent les objets visés au § 1, lettre c), f) et g), ne sont en aucun cas ni acheminés à destination, ni livrés aux destinataires, ni renvoyés à l'origine.

4. Dans les cas où des envois admis à tort à l'expédition ne seraient ni renvoyés à l'origine, ni remis aux destinataires, l'Administration d'origine doit être informée, d'une manière précise, du traitement appliqué à ces envois.

5. Est d'ailleurs réservé le droit de tout Pays-membre de ne pas effectuer, sur son territoire, le transport en transit à découvert des envois de la poste aux lettres, autres que les lettres et les cartes postales, à l'égard desquels il n'a pas été satisfait aux dispositions légales qui règlent les conditions de leur publication ou de leur circulation dans ce Pays. Ces envois doivent être renvoyés à l'Administration d'origine.

ARTICLE 29

Objets passibles de droits de douane

1. Les imprimés, les petits paquets et les envois «*Phonopost*» passibles de droits de douane sont admis.

2. Il en est de même des lettres contenant des objets passibles de droits de douane lorsque le Pays de destination a donné son consentement. Toutefois, chaque Administration postale a le droit de limiter aux lettres recommandées le service des lettres contenant des objets passibles de droits de douane.

3. Les envois de sérums, de vaccins ainsi que les envois de médicaments d'urgence nécessité qu'il est difficile de se procurer sont admis dans tous les cas.

ARTICLE 30

Contrôle douanier

L'Administration postale du Pays de destination est autorisée à soumettre au contrôle douanier, selon sa législation, les envois cités à l'article 29 et, le cas échéant, à les ouvrir d'office.

ARTICLE 31

Taxe de dédouanement

Les envois soumis au contrôle douanier dans le Pays de destination peuvent être frappés de ce chef, au titre postal, d'une taxe de dédouanement de 60 centimes au maximum par envoi lorsqu'ils sont reconnus passibles de droits de douane. Le montant de cette taxe peut être porté à 1,50 franc pour les envois visés à l'article 16, § 2, 2^e phrase, et dépassant les limites de poids prévues au § 1 du même article.

ARTICLE 32

Droits de douane et autres droits

Les Administrations postales sont autorisées à percevoir, sur les destinataires des envois, les droits de douane et tous autres droits éventuels.

ARTICLE 33

Envois francs de taxes et de droits

1. Dans les relations entre les Pays-membres dont les Administrations postales se sont déclarées d'accord à cet égard, les expéditeurs peuvent prendre à leur charge, moyennant déclaration préalable au bureau d'origine, la totalité des taxes et des droits dont les envois sont grevés à la livraison. Tant qu'un envoi n'a pas été remis au destinataire, l'expéditeur peut, postérieurement au dépôt et contre paiement d'une taxe de 60 centimes au maximum, demander que l'envoi soit remis franc de taxes et de droits. Si la demande doit être transmise par voie aérienne ou par voie télégraphique, l'expéditeur doit payer en outre la surtaxe aérienne correspondante ou la taxe télégraphique.

2. Dans les cas prévus au § 1, les expéditeurs doivent s'engager à payer les sommes qui pourraient être réclamées par le bureau de destination et, le cas échéant, verser des arrhes suffisantes.

3. L'Administration de destination est autorisée à percevoir une taxe de commission qui ne peut dépasser 60 centimes par envoi. Cette taxe est indépendante de celle qui est prévue à l'article 31.

4. Toute Administration a le droit de limiter le service des envois francs de taxes et de droits aux envois recommandés.

ARTICLE 34

Annulation des droits de douane et autres droits

Les Administrations postales s'engagent à intervenir auprès des services intéressés de leur Pays pour que les droits de douane et autres droits soient annulés sur les envois renvoyés à l'origine, détruits pour cause d'avarie complète du contenu ou réexpédiés sur un Pays tiers.

ARTICLE 35

Réclamations et demandes de renseignements

1. Les réclamations sont admises dans le délai d'un an à compter du lendemain du jour du dépôt d'un envoi.

2. Les demandes de renseignements introduites par une Administration sont recevables et obligatoirement traitées, à la seule condition qu'elles parviennent à l'Administration intéressée dans un délai de quinze mois à compter de la date de dépôt des envois. Chaque Administration est tenue de traiter les demandes de renseignements dans le plus bref délai possible.

3. Chaque Administration est tenue d'accepter les réclamations et les demandes de renseignements concernant tout envoi déposé dans les services des autres Administrations.

4. Sauf si l'expéditeur a déjà acquitté la taxe spéciale pour un avis de réception, chaque réclamation ou chaque demande de renseignements peut donner lieu à la perception d'une taxe de 60 centimes au maximum. Les réclamations et les demandes de renseignements sont acheminées d'office et toujours par la voie la plus rapide (aérienne ou de surface). Si l'emploi de la voie télégraphique est demandé, le coût du télégramme et, le cas échéant, celui de la réponse sont perçus en sus de la taxe de réclamation.

5. Si la réclamation ou la demande de renseignements concerne plusieurs envois déposés simultanément au même bureau par le même expéditeur à l'adresse du même destinataire, il n'est perçu qu'une seule taxe. Cependant, s'il s'agit d'envois recommandés qui ont dû, à la demande de l'expéditeur, être acheminés par différentes voies, il est perçu une taxe pour chacune des voies utilisées.

6. Si la réclamation ou la demande de renseignements a été motivée par une faute de service, la taxe perçue de ce chef est restituée.

CHAPITRE II

ENVOIS RECOMMANDÉS

ARTICLE 36

Taxes

1. Les envois de la poste aux lettres désignés à l'article 15 peuvent être expédiés sous recommandation.

2. La taxe de tout envoi recommandé doit être acquittée à l'avance. Elle se compose:

- a) du port ordinaire de l'envoi, selon sa nature;
- b) d'une taxe fixe de recommandation de 60 centimes au maximum.

3. Lorsqu'il s'agit d'imprimés à l'adresse du même destinataire et pour la même destination renfermés dans un ou plusieurs sacs spéciaux, les Administrations peuvent percevoir une taxe globale de 3 francs au maximum par sac, au lieu de la taxe unitaire de 60 centimes au maximum prévue au § 2, lettre b).

4. La taxe fixe de recommandation afférente à la partie « Réponse » d'une carte postale avec réponse payée ne peut être valablement acquittée que par l'expéditeur de cette partie.

5. Un récépissé doit être délivré gratuitement, au moment du dépôt, à l'expéditeur d'un envoi recommandé.

6. Les Administrations postales des Pays disposés à se charger des risques pouvant résulter du cas de force majeure sont autorisées à percevoir une taxe spéciale de 40 centimes au maximum pour chaque envoi recommandé.

7. Les envois recommandés non ou insuffisamment affranchis qui ont été transmis à tort au Pays de destination sont possibles, à la charge soit du destinataire, soit de l'expéditeur lorsqu'il s'agit d'envois non distribuables, de la taxe prévue à l'article 22, § 1, établie cependant en fonction du montant simple de l'affranchissement manquant.

ARTICLE 37**Avis de réception**

1. L'expéditeur d'un envoi recommandé peut demander un avis de réception en payant, au moment du dépôt, une taxe fixe de 40 centimes au maximum. Cet avis lui est transmis par la voie aérienne s'il paie, outre la taxe fixe susmentionnée, une taxe additionnelle ne dépassant pas la surtaxe aérienne correspondant au poids de la formule.

2. L'avis de réception peut être demandé postérieurement au dépôt de l'envoi dans le délai d'un an et aux conditions déterminées par l'article 35. Toutefois, la surtaxe aérienne correspondante peut être perçue lorsque l'expéditeur a exprimé le désir que la transmission de la demande ainsi que le renvoi de l'avis de réception aient lieu par la voie aérienne.

3. Lorsque l'expéditeur réclame un avis de réception qui ne lui est pas parvenu dans des délais normaux, il n'est perçu ni une deuxième taxe, ni la taxe prévue à l'article 35 pour les réclamations et les demandes de renseignements.

ARTICLE 38**Remise en main propre**

1. Dans les relations entre les Administrations qui ont donné leur consentement, les envois recommandés et accompagnés d'un avis de réception sont, à la demande de l'expéditeur, remis en main propre du destinataire; dans ce cas, l'expéditeur paie une taxe spéciale de 20 centimes ou la taxe perçue dans le Pays d'origine pour la demande de remise en main propre.

2. Les Administrations sont tenues de faire deux essais de remise de ces envois.

CHAPITRE III**RESPONSABILITÉ****ARTICLE 39****Principe et étendue de la responsabilité des Administrations postales**

1. Les Administrations postales ne répondent que de la perte des envois recommandés. Leur responsabilité est engagée tant pour les envois transportés à découvert que pour ceux qui sont acheminés en dépêches closes.

2. L'expéditeur a droit, de ce chef, à une indemnité dont le montant est fixé à 25 francs par envoi; ce montant peut être porté à 125 francs pour chacun des sacs spéciaux contenant les imprimés visés à l'article 16, §§ 2 et 3.

3. L'expéditeur a la faculté de se désister de ce droit en faveur du destinataire.

ARTICLE 40**Non-responsabilité des Administrations postales**

1. Les Administrations postales cessent d'être responsables des envois recommandés dont elles ont effectué la remise soit dans les conditions prescrites par leur réglementation pour les envois de même nature, soit dans les conditions prévues à l'article 12, § 3.

2. Elles ne sont pas responsables:

1° de la perte d'envois recommandés:

a) en cas de force majeure. L'Administration dans le service de laquelle la perte a eu lieu doit décider, suivant la législation de son Pays, si cette perte est due à des circonstances constituant un cas de force majeure; celles-ci sont portées à la connaissance de l'Administration du Pays d'origine, si cette dernière le demande. Toutefois, la responsabilité subsiste à l'égard de l'Administration du Pays expéditeur qui a accepté de couvrir les risques de force majeure (article 36, § 6);

b) lorsque la preuve de leur responsabilité n'ayant pas été administrée autrement elles ne peuvent rendre compte des envois par suite de la destruction des documents de service résultant d'un cas de force majeure;

c) lorsqu'il s'agit d'envois dont le contenu tombe sous le coup des interdictions prévues aux articles 16, §§ 8 et 11, lettre c), et 28, § 1, et pour autant que ces envois aient été confisqués ou détruits par l'autorité compétente en raison de leur contenu;

d) lorsque l'expéditeur n'a formulé aucune réclamation dans le délai d'un an prévu à l'article 35;

2° des envois recommandés saisis en vertu de la législation du Pays de destination.

3. Les Administrations postales n'assument aucune responsabilité du chef des déclarations en douane, sous quelque forme que celles-ci soient faites, et des décisions prises par les services de la douane lors de la vérification des envois de la poste aux lettres soumis au contrôle douanier.

ARTICLE 41

Responsabilité de l'expéditeur

1. L'expéditeur d'un envoi de la poste aux lettres est responsable, dans les mêmes limites que les Administrations elles-mêmes, de tous les dommages causés aux autres envois postaux par suite de l'expédition d'objets non admis au transport ou de la non-observation des conditions d'admission, pourvu qu'il n'y ait eu ni faute, ni négligence des Administrations ou des transporteurs.

2. L'acceptation par le bureau de dépôt d'un tel envoi ne dégage pas l'expéditeur de sa responsabilité.

3. Le cas échéant, il appartient à l'Administration d'origine d'intenter l'action contre l'expéditeur.

ARTICLE 42

Détermination de la responsabilité entre les Administrations postales

1. Jusqu'à preuve du contraire, la responsabilité pour la perte d'un envoi recommandé incombe à l'Administration postale qui, ayant reçu l'envoi sans faire d'observation et étant mise en possession de tous les moyens réglementaires d'investigation, ne peut établir ni la remise au destinataire ni, s'il y a lieu, la transmission régulière à une autre Administration.

2. Une Administration intermédiaire ou de destination est, jusqu'à preuve du contraire et sous réserve du § 3, dégagée de toute responsabilité:

- a) lorsqu'elle a observé les dispositions de l'article 3 de la Convention et des articles 157, § 5, et 158, § 4, du Règlement;*
- b) lorsqu'elle peut établir qu'elle n'a été saisie de la réclamation qu'après la destruction des documents de service relatifs à l'envoi recherché, le délai de conservation prévu à l'article 108 du Règlement étant expiré; cette réserve ne porte pas atteinte aux droits du réclamant.*

3. Toutefois, si la perte a eu lieu en cours de transport sans qu'il soit possible d'établir sur le territoire ou dans le service de quel Pays le fait s'est accompli, les Administrations en cause supportent le dommage par parts égales.

4. Lorsqu'un envoi recommandé a été perdu dans des circonstances de force majeure, l'Administration sur le territoire ou dans le service de laquelle la perte a eu lieu n'en est responsable envers l'Administration expéditrice que si les deux Pays se chargent des risques résultant du cas de force majeure.

5. Les droits de douane et autres dont l'annulation n'a pu être obtenue tombent à la charge des Administrations responsables de la perte.

6. L'Administration qui a effectué le paiement de l'indemnité est subrogée, jusqu'à concurrence du montant de cette indemnité, dans les droits de la personne qui l'a reçue pour tout recours éventuel soit contre le destinataire, soit contre l'expéditeur ou contre des tiers.

ARTICLE 43

Paiement de l'indemnité

1. Sous réserve du droit de recours contre l'Administration responsable, l'obligation de payer l'indemnité incombe soit à l'Administration d'origine, soit à l'Administration de destination dans le cas visé à l'article 39, § 3.

2. Ce paiement doit avoir lieu le plus tôt possible et, au plus tard, dans le délai de six mois à compter du lendemain du jour de la réclamation.

3. Lorsque l'Administration à qui incombe le paiement n'accepte pas de se charger des risques résultant du cas de force majeure et lorsque, à l'expiration du délai prévu au § 2, la question de savoir si la perte est due à un cas de l'espèce n'est pas encore tranchée, elle peut, exceptionnellement, différer le règlement de l'indemnité au-delà de ce délai.

4. L'Administration d'origine ou de destination, selon le cas, est autorisée à désintéresser l'ayant droit pour le compte de celle des autres Administrations ayant participé au transport qui, régulièrement saisie, a laissé s'écouler cinq mois sans donner de solution à l'affaire ou sans avoir porté à la connaissance de l'Administration d'origine ou de destination, selon le cas, que la perte paraissait due à un cas de force majeure.

ARTICLE 44**Remboursement de l'indemnité à l'Administration
ayant effectué le paiement**

1. L'Administration responsable ou pour le compte de laquelle le paiement est effectué en conformité de l'article 43 est tenue de rembourser à l'Administration ayant effectué le paiement, et qui est dénommée Administration payeuse, le montant de l'indemnité effectivement payée à l'ayant droit; ce versement doit avoir lieu dans un délai de quatre mois à compter de l'envoi de la notification du paiement.

2. Si l'indemnité doit être supportée par plusieurs Administrations en conformité de l'article 42, l'intégralité de l'indemnité due doit être versée à l'Administration payeuse, dans le délai mentionné au § 1, par la première Administration qui, ayant dûment reçu l'envoi réclamé, ne peut en établir la transmission régulière au service correspondant. Il appartient à cette Administration de récupérer sur les autres Administrations responsables la quote-part éventuelle de chacune d'elles dans le dédommagement de l'ayant droit.

3. Le remboursement à l'Administration créditrice est effectué d'après les règles de paiement prévues à l'article 13.

4. Lorsque la responsabilité a été reconnue, de même que dans le cas prévu à l'article 43, § 4, le montant de l'indemnité peut également être repris d'office sur l'Administration responsable par la voie d'un décompte quelconque soit directement, soit par l'intermédiaire d'une Administration qui établit régulièrement des décomptes avec l'Administration responsable.

5. L'Administration payeuse ne peut réclamer le remboursement de l'indemnité à l'Administration responsable que dans le délai d'un an à compter de l'envoi de la notification du paiement à l'ayant droit.

6. L'Administration dont la responsabilité est dûment établie et qui a tout d'abord décliné le paiement de l'indemnité doit prendre à sa charge tous les frais accessoires résultant du retard non justifié apporté au paiement.

7. Les Administrations peuvent s'entendre pour liquider périodiquement les indemnités qu'elles ont payées aux ayants droit et dont elles ont reconnu le bien-fondé.

ARTICLE 45**Récupération éventuelle de l'indemnité sur l'expéditeur ou sur le destinataire**

1. Si, après paiement de l'indemnité, un envoi recommandé ou une partie d'un tel envoi antérieurement considéré comme perdu est retrouvé, le destinataire et l'expéditeur en sont informés; ce dernier, ou par application de l'article 39, § 3, le destinataire, est en outre avisé qu'il peut en prendre livraison pendant une période de trois mois, contre remboursement du montant de l'indemnité reçue. Si dans ce délai l'expéditeur ou, le cas échéant, le destinataire ne réclame pas l'envoi, la même démarche est effectuée auprès du destinataire ou de l'expéditeur selon le cas.

2. Si l'expéditeur ou le destinataire prend livraison de l'envoi contre remboursement du montant de l'indemnité, ce montant est restitué à l'Administration ou, s'il y a lieu, aux Administrations qui ont supporté le dommage.

3. Si l'expéditeur et le destinataire renoncent à prendre livraison de l'envoi, celui-ci devient la propriété de l'Administration ou, s'il y a lieu, des Administrations qui ont supporté le dommage.

4. Lorsque la preuve de la livraison est apportée après le délai de cinq mois prévu à l'article 43, § 4, l'indemnité versée reste à la charge de l'Administration intermédiaire ou de destination si la somme payée ne peut, pour une raison quelconque, être récupérée sur l'expéditeur.

CHAPITRE IV**ATTRIBUTION DES TAXES. FRAIS DE TRANSIT****ARTICLE 46****Attribution des taxes**

Sauf les cas prévus par la Convention et les Arrangements, chaque Administration postale garde les taxes qu'elle a perçues.

ARTICLE 47**Frais de transit**

1. Sous réserve de l'article 48, les dépêches closes échangées entre deux Administrations ou entre deux bureaux du même Pays au moyen des services d'une ou de plusieurs autres Administrations (services tiers) sont

soumises, au profit de chacun des Pays traversés ou dont les services participent au transport, aux frais de transit indiqués dans le tableau ci-dessous. Ces frais sont à la charge de l'Administration du Pays d'origine de la dépêche. Toutefois, les frais de transport entre deux bureaux du Pays de destination sont à la charge de ce Pays.

Parcours 1	Frais par kg brut 2
	fr c
1° Parcours territoriaux exprimés en kilomètres	
Jusqu'à 300 km	0,10
Au-delà de 300 jusqu'à 600	0,17
» » 600 » 1000	0,24
» » 1000 » 1500	0,33
» » 1500 » 2000	0,42
» » 2000 » 2500	0,51
» » 2500 » 3000	0,60
» » 3000 » 3800	0,71
» » 3800 » 4600	0,83
» » 4600 » 5500	0,97
» » 5500 » 6500	1,11
» » 6500 » 7500	1,26
» » 7500 par 1000 en sus	0,15
2° Parcours maritimes	
a) exprimés en milles marins	b) exprimés en kilomètres après conversion sur la base de 1 mille marin = 1,852 km
Jusqu'à 300 milles marins	Jusqu'à 556 km
Au-delà de 300 jusqu'à 600	Au-delà de 556 jusqu'à 1 111.
» » 600 » 1000	» » 1 111 » 1 852.
» » 1000 » 1500	» » 1 852 » 2 778.
» » 1500 » 2000	» » 2 778 » 3 704.
» » 2000 » 2500	» » 3 704 » 4 630.
» » 2500 » 3000	» » 4 630 » 5 556.
» » 3000 » 3500	» » 5 556 » 6 482.
» » 3500 » 4000	» » 6 482 » 7 408.
» » 4000 » 5000	» » 7 408 » 9 260.
» » 5000 » 6000	» » 9 260 » 11 112.
» » 6000 » 7000	» » 11 112 » 12 964.
» » 7000 » 8000	» » 12 964 » 14 816.
» » 8000	» » 14 816.

2. Sont considérés comme services tiers, à moins d'entente spéciale, les transports maritimes effectués directement entre deux Pays au moyen de navires de l'un d'eux.

3. Les distances servant à déterminer les frais de transit d'après le tableau du § 1 sont empruntées à la « Liste des distances kilométriques différentes aux parcours territoriaux des dépêches en transit », prévue à l'article 112, § 2, lettre c), du Règlement, en ce qui concerne les parcours territoriaux, et à la « Liste des lignes de paquebots », prévue à l'article 112, § 2, lettre d), du Règlement, en ce qui concerne les parcours maritimes.

4. Le transit maritime commence au moment où les dépêches sont déposées sur le quai maritime desservant le navire dans le port de départ et prend fin lorsqu'elles sont remises sur le quai maritime du port de destination.

5. Les dépêches mal dirigées sont considérées, en ce qui concerne le paiement des frais de transit, comme si elles avaient suivi leur voie normale; les Administrations participant au transport desdites dépêches n'ont dès lors aucun droit de percevoir, de ce chef, des bonifications des Administrations expéditrices, mais ces dernières restent redevables des frais de transit y relatifs aux Pays dont elles empruntent régulièrement l'intermédiaire.

ARTICLE 48**Exemption de frais de transit**

Sont exempts de tous frais de transit territorial ou maritime, les envois en franchise postale mentionnés aux articles 8, 9 et 23.

ARTICLE 49**Services extraordinaires**

Les frais de transit spécifiés à l'article 47 ne s'appliquent pas au transport au moyen de services extraordinaires spécialement créés ou entretenus par une Administration postale sur la demande d'une ou de plusieurs autres Administrations. Les conditions de cette catégorie de transport sont réglées de gré à gré entre les Administrations intéressées.

ARTICLE 50**Décompte des frais de transit**

1. Le décompte général des frais de transit a lieu annuellement d'après les données de relevés statistiques établis, une fois tous les trois ans, pendant une période de quatorze jours. Cette période est portée à vingt-huit jours pour les dépêches échangées moins de six fois par semaine par les services d'un Pays quelconque. Le Règlement détermine la période et la durée d'application des statistiques.

2. Lorsque le solde annuel entre deux Administrations ne dépasse pas 25 francs, l'Administration débitrice est exonérée de tout paiement.

3. Toute Administration est autorisée à soumettre à l'appréciation d'une commission d'arbitres les résultats d'une statistique qui, d'après elle, différeraient trop de la réalité. Cet arbitrage est constitué ainsi qu'il est prévu à l'article 126 du Règlement général.

4. Les arbitres ont le droit de fixer en bonne justice le montant des frais de transit à payer.

ARTICLE 51**Echange de dépêches closes avec des bâtiments ou des avions de guerre**

1. Des dépêches closes peuvent être échangées entre les bureaux de poste de l'un des Pays-membres et les commandants de divisions navales ou aériennes ou de bâtiments ou avions de guerre de ce même Pays en station à l'étranger, ou entre le commandant d'une de ces divisions navales ou aériennes ou d'un de ces bâtiments ou avions de guerre et le commandant d'une autre division ou d'un autre bâtiment ou avion de guerre du même Pays, par l'intermédiaire des services territoriaux ou maritimes d'autres Pays.

2. Les envois de la poste aux lettres compris dans ces dépêches doivent être exclusivement à l'adresse ou en provenance des états-majors et des équipages des bâtiments ou avions de destination ou expéditeurs des dépêches. Les tarifs et conditions d'envoi qui leur sont applicables sont déterminés, d'après sa réglementation, par l'Administration postale du Pays auquel appartiennent les bâtiments ou les avions.

3. Sauf entente spéciale, l'Administration du Pays dont relèvent les bâtiments ou avions de guerre est redevable, envers les Administrations intermédiaires, des frais de transit des dépêches calculés conformément à l'article 47.

TROISIÈME PARTIE**Transport aérien des envois de la poste aux lettres****CHAPITRE I****DISPOSITIONS GÉNÉRALES****ARTICLE 52****Envois admis au transport aérien**

1. Tous les envois de la poste aux lettres sont admis au transport aérien et sont alors dénommés «correspondances-avion».

2. En outre, chaque Administration a la faculté d'admettre au transport aérien les aérogrammes définis à l'article 53.

ARTICLE 53**Aérogrammes**

1. L'aérogramme est constitué par une feuille de papier convenablement pliée et collée dont les dimensions, sous cette forme, doivent être celles des cartes postales. Le recto de la feuille ainsi pliée est réservé à l'adresse et porte obligatoirement la mention imprimée «Aérogramme» et, facultativement, une mention équivalente dans la langue du Pays d'origine. L'aérogramme ne doit contenir aucun objet. Il peut être expédié sous recommandation si la réglementation du Pays d'origine le permet.

2. Chaque Administration fixe, dans les limites définies au § 1, les conditions d'émission, de fabrication et de vente des aérogrammes.

3. Les correspondances-avion déposées comme aérogrammes mais ne remplies pas les conditions fixées ci-dessus sont traitées conformément à l'article 57. Néanmoins, les Administrations ont la faculté de les transmettre dans tous les cas par la voie de surface.

ARTICLE 54**Correspondances-avion surtaxées et non surtaxées**

1. Les correspondances-avion se subdivisent, sous le rapport des taxes, en correspondances-avion surtaxées et en correspondances-avion non surtaxées.

2. En principe, les correspondances-avion acquittent en sus des taxes autorisées par la Convention et les divers Arrangements, des surtaxes de transport aérien; les envois postaux visés aux articles 8 et 9 sont possibles des mêmes surtaxes. Toutes ces correspondances sont dénommées correspondances-avion surtaxées.

3. Les Administrations ont la faculté de ne percevoir aucune surtaxe de transport aérien sous réserve d'en informer les Administrations des Pays de destination; les envois admis dans ces conditions sont dénommés correspondances-avion non surtaxées.

4. Les envois relatifs au service postal visés à l'article 23, à l'exception de ceux qui émanent du Bureau international, n'acquittent pas les surtaxes aériennes.

5. Les aérogrammes, tels qu'ils sont décrits à l'article 53, acquittent une taxe au moins égale à celle qui est applicable, dans le Pays d'origine, à une lettre non surtaxée du premier échelon de poids.

ARTICLE 55**Surtaxes ou taxes combinées**

1. Les Administrations établissent les surtaxes aériennes à percevoir pour l'acheminement. Elles ont la faculté d'admettre, pour la fixation des surtaxes, des échelons de poids inférieurs aux unités de poids prévues à l'article 16. Toutefois, les surtaxes doivent être en étroite relation avec les frais de transport et, en règle générale, leur produit ne doit pas dépasser, dans l'ensemble, les frais à payer pour ce transport.

2. Les surtaxes doivent être uniformes pour tout le territoire d'un même Pays de destination, quel que soit l'acheminement utilisé.

3. Les Administrations peuvent fixer des taxes combinées pour l'affranchissement des correspondances-avion.

4. Les surtaxes doivent être acquittées au départ.

5. La surtaxe relative au transport en retour de la partie «Réponse» d'une carte postale avec réponse payée doit être acquittée lors du renvoi de cette partie.

6. Chaque Administration est autorisée à tenir compte, pour le calcul de la surtaxe applicable à une correspondance-avion, du poids des formules à l'usage du public éventuellement jointes.

ARTICLE 56**Modalités d'affranchissement**

Outre les modalités prévues à l'article 20, l'affranchissement des correspondances-avion peut être représenté par une mention manuscrite en chiffres, de la somme perçue, exprimée en monnaie du Pays d'origine sous la forme, par exemple: «Taxe perçue: ... dollars ... cents.» Cette mention peut soit figurer dans une griffe spéciale ou sur une figurine ou étiquette spéciale, soit encore être simplement portée, par un procédé quelconque, du côté de la suscription de l'envoi. Dans tous les cas, la mention doit être appuyée du timbre à date du bureau d'origine.

ARTICLE 57**Correspondances-avion surtaxées non ou insuffisamment affranchies**

1. Les correspondances-avion non ou insuffisamment affranchies dont la régularisation par les expéditeurs n'est pas possible sont traitées comme il suit:

- a) en cas d'absence totale d'affranchissement, les correspondances-avion surtaxées sont traitées conformément aux articles 19 et 22; les envois dont l'affranchissement n'est pas obligatoire au départ sont acheminés par les moyens de transport normalement utilisés;
- b) en cas d'insuffisance d'affranchissement, les correspondances-avion surtaxées sont transmises par la voie aérienne si les taxes acquittées représentent au moins le montant de la surtaxe aérienne; toutefois, l'Administration d'origine a la faculté de transmettre ces envois par la voie aérienne même lorsque les taxes acquittées ne représentent que 75% de la surtaxe ou de la taxe combinée. Au-dessous de cette limite, les articles 19 et 22 sont applicables.

2. Si le montant de la taxe à percevoir n'a pas été indiqué par l'Administration d'origine, l'Administration de destination a la faculté de distribuer sans perception de taxe les correspondances-avion insuffisamment affranchies, mais dont l'affranchissement représente au moins la taxe de transport ordinaire.

ARTICLE 58**Acheminement**

1. Les Administrations qui se servent des communications aériennes pour le transport de leurs propres correspondances-avion sont tenues d'acheminer, par ces mêmes communications, les correspondances-avion surtaxées qui leur parviennent des autres Administrations; il en est de même des correspondances-avion non surtaxées, à condition que la capacité disponible des appareils le permette et que l'Administration d'origine le demande.

2. Les Administrations des Pays qui ne disposent pas d'un service aérien acheminent les correspondances-avion par les voies les plus rapides utilisées par la poste; il en est de même si, pour une raison quelconque, l'acheminement par voie de surface offre des avantages sur l'utilisation des lignes aériennes.

3. Les dépêches-avion closes doivent être acheminées par la voie demandée par l'Administration du Pays d'origine, sous réserve que cette voie soit utilisée par l'Administration du Pays de transit pour la transmission de ses propres dépêches. Si cela n'est pas possible ou si le temps pour le transbordement n'est pas suffisant, l'Administration du Pays d'origine doit en être avertie.

ARTICLE 59**Exécution des opérations dans les aéroports**

Les Administrations prennent les mesures utiles afin d'assurer dans les meilleures conditions la réception et le réacheminement des dépêches-avion amenées dans leurs aéroports.

ARTICLE 60**Contrôle douanier des correspondances-avion**

Les Administrations prennent toutes mesures utiles pour accélérer les opérations relatives au contrôle douanier des correspondances-avion à destination de leur Pays.

ARTICLE 61**Distribution**

Les correspondances-avion doivent être comprises dans la première distribution qui suit leur arrivée au bureau de distribution.

ARTICLE 62**Réexpédition ou renvoi à l'origine des correspondances-avion**

1. En principe, toute correspondance-avion adressée à un destinataire ayant changé de résidence est ré-expédiée sur sa nouvelle destination par les moyens de transport normalement utilisés pour la correspondance non surtaxée. Ces mêmes moyens de transport sont utilisés pour le renvoi à l'origine des correspondances-avion non distribuables et de celles qui, pour une raison quelconque, n'ont pas été livrées aux destinataires.

2. Sur demande expresse du destinataire (en cas de réexpédition) ou de l'expéditeur (cas de renvoi à l'origine) et si l'intéressé s'engage à payer les surtaxes ou les taxes combinées correspondant au nouveau parcours aérien, ou bien si ces surtaxes ou taxes combinées sont payées au bureau réexpéditeur par une tierce personne, les correspondances en question peuvent être réacheminées par la voie aérienne; dans les deux premiers cas, la surtaxe ou la taxe combinée est perçue, en principe, au moment de la livraison et reste acquise à l'Administration distributrice.

3. Les correspondances transmises sur leur premier parcours par les voies ordinaires peuvent, dans les conditions prévues au § 2, être réexpédiées par la voie aérienne.

4. Les enveloppes de réexpédition et les enveloppes collectrices sont acheminées sur la nouvelle destination par les moyens de transport normalement utilisés pour les correspondances non surtaxées, à moins que la surtaxe ou la taxe combinée ne soit acquittée d'avance au bureau réexpéditeur ou que le destinataire, le cas échéant l'expéditeur, ne prenne à sa charge les surtaxes ou les taxes combinées correspondant au nouveau parcours aérien selon le § 2.

CHAPITRE II RÉMUNÉRATIONS POUR LE TRANSPORT AÉRIEN

ARTICLE 63

Principes généraux

1. Les frais de transport aérien des dépêches-avion closes sont à la charge de l'Administration du Pays d'origine de ces dépêches.

2. Toute Administration qui assure à titre d'intermédiaire le transport aérien des dépêches-avion ou des correspondances-avion en transit à découvert a droit à une rémunération pour ce transport; la même règle est applicable aux dépêches-avion et aux correspondances-avion en transit à découvert mal dirigées ou exemptes de frais de transit.

3. Les rémunérations de transport visées au § 2 doivent, pour un même parcours, être uniformes pour toutes les Administrations qui font usage de ce parcours sans participer aux frais d'exploitation du service ou des services aériens qui le desservent.

4. Sauf accord prévoyant la gratuité, toute Administration de destination qui assure le transport aérien du courrier à l'intérieur de son propre Pays a droit à une rémunération pour ce transport. Cette rémunération doit être uniforme pour toutes les dépêches-avion provenant de l'étranger, que ce courrier soit réacheminé ou non par voie aérienne.

5. Sauf entente spéciale entre les Administrations intéressées, l'article 47 s'applique aux correspondances-avion pour leurs parcours territoriaux ou maritimes éventuels; toutefois, ne donnent lieu à aucun paiement de frais de transit:

- a) le transbordement des dépêches-avion entre deux aéroports desservant une même ville;
- b) le transport de ces dépêches entre un aéroport desservant une ville et un entrepôt situé dans cette même ville et le retour de ces mêmes dépêches en vue de leur réacheminement.

ARTICLE 64

Taux de base et calcul des rémunérations relatives aux dépêches closes

1. Les taux de base à appliquer au règlement des comptes entre Administrations au titre des transports aériens sont fixés par kilogramme de poids brut et par kilomètre; ces taux, ci-dessous spécifiés, sont appliqués proportionnellement aux fractions de kilogramme:

- a) pour les LC (lettres, aérogrammes, cartes postales, mandats de poste, mandats de remboursement, valeurs à recouvrer, lettres et boîtes avec valeur déclarée, avis de paiement, avis d'inscription et avis de réception): 3 millièmes de franc au maximum; toutefois, ce taux unique est porté à 4 millièmes de franc au maximum pour les envois LC transportés par les lignes dont le taux de transport en vigueur au 1^{er} juillet 1952 dépassait 3 millièmes de franc;
- b) pour les AO (envois autres que les LC), y compris les envois « Phonopost »: 1 millième de franc au maximum.

2. Les rémunérations de transport aérien afférentes aux dépêches-avion sont calculées d'après les taux de base effectifs (compris dans la limite des taux de base fixés par le § 1) et les distances kilométriques mentionnées

dans la «Liste des distances aéropostales» prévue à l'article 203, § 1, lettre b), du Règlement d'une part, et, d'autre part, d'après le poids brut de ces dépêches; il n'est pas tenu compte, le cas échéant, du poids des sacs collecteurs.

3. Les rémunérations dues au titre du transport aérien à l'intérieur du Pays de destination sont, s'il y a lieu, fixées sous forme de prix unitaires pour chacune des deux catégories LC et AO. Ces prix sont calculés sur la base des taux prévus au § 1 et d'après la distance moyenne pondérée des parcours effectués par le courrier international sur le réseau intérieur. La distance moyenne pondérée est déterminée en fonction du poids brut de toutes les dépêches-avion arrivant au Pays de destination, y compris le courrier qui n'est pas réacheminé par voie aérienne à l'intérieur de ce Pays.

4. Le montant des rémunérations visées au § 3 ne peut dépasser dans l'ensemble celles qui doivent être effectivement payées pour le transport.

5. Les taux de transport aérien interne et international, obtenus en multipliant le taux de base effectif par la distance et servant à calculer les rémunérations visées aux §§ 2 et 3, sont arrondis au décime supérieur ou inférieur selon que le nombre formé par le chiffre des centièmes et celui des millièmes excède ou non 50.

ARTICLE 65

Calcul et décompte des rémunérations pour le transport aérien des correspondances-avion en transit à découvert

1. Les rémunérations de transport aérien afférentes aux correspondances-avion en transit à découvert sont calculées, en principe, comme il est indiqué à l'article 64, § 2, mais d'après le poids net des correspondances; le montant total des rémunérations de transport est, dans ce cas, majoré de 5%. Toutefois, lorsque le territoire du Pays de destination de ces correspondances est desservi par une ou plusieurs lignes comportant plusieurs escales sur ce territoire, les rémunérations de transport sont calculées sur la base d'un taux moyen pondéré, déterminé en fonction du tonnage du courrier débarqué à chaque escale.

2. L'Administration intermédiaire a, toutefois, le droit de calculer les rémunérations de transport pour les correspondances à découvert sur la base d'un certain nombre de tarifs moyens ne pouvant dépasser 20 et dont chacun, relatif à un groupe de Pays de destination, serait déterminé en fonction du tonnage du courrier débarqué aux diverses destinations de ce groupe. Le montant de ces rémunérations ne peut dépasser dans l'ensemble celles qui doivent être payées pour le transport.

3. Le décompte des rémunérations pour le transport aérien des correspondances-avion en transit à découvert a lieu, en principe, d'après les données de relevés statistiques établis une fois tous les six mois pendant une période de quatorze jours.

4. Toutefois, l'Administration intermédiaire a droit au paiement sur la base du poids réel lorsqu'il s'agit de correspondances mal acheminées, déposées à bord des navires ou transmises à cette Administration à des fréquences irrégulières ou en quantités trop variables.

ARTICLE 66

Paiement des rémunérations

1. Les rémunérations dues au titre du transport aérien des dépêches-avion sont, sauf les exceptions prévues aux §§ 2 et 3, payables à l'Administration du Pays dont dépend le service aérien emprunté.

2. Par dérogation au § 1, les rémunérations de transport peuvent être payées à l'Administration du Pays où se trouve l'aéroport dans lequel les dépêches-avion ont été prises en charge par l'entreprise de transport aérien, sous réserve d'un accord entre cette Administration et celle du Pays dont dépend le service aérien intéressé.

3. Par dérogation au § 1, l'Administration qui remet des dépêches avion à une entreprise de transport aérien peut régler directement à cette entreprise les rémunérations de transport pour une partie ou la totalité du parcours moyennant l'accord de l'Administration dont dépendent les services aériens empruntés et, le cas échéant, l'accord des Administrations intermédiaires.

4. Toute Administration qui remet des correspondances-avion en transit à découvert à une autre Administration doit lui payer en entier les rémunérations de transport pour tout le parcours aérien ultérieur.

ARTICLE 67

Rémunération pour le transport aérien des dépêches déviées

1. L'Administration d'origine d'une dépêche déviée en cours de route doit payer la rémunération pour le transport de cette dépêche jusqu'à l'aéroport de déchargement initialement prévu sur le bordereau AV 7.

2. Elle règle également les frais de réacheminement relatifs aux parcours ultérieurs réellement suivis par la dépêche pour parvenir jusqu'à son lieu de destination.

3. Les frais supplémentaires résultant des parcours ultérieurs suivis par la dépêche déviée sont remboursés dans les conditions suivantes:

- a) *par l'Administration dont les services ont commis l'erreur d'acheminement;*
- b) *par l'Administration qui a perçu les rémunérations versées à la compagnie aérienne ayant effectué le débarquement en un lieu autre que celui qui est indiqué sur le bordereau AV 7.*

ARTICLE 68

Rémunération pour le transport aérien du courrier perdu ou détruit

En cas de perte ou de destruction du courrier par suite d'un accident survenu à l'aéronef ou de toute autre cause engageant la responsabilité de l'entreprise de transport aérien, aucune rémunération de transport n'est due, pour quelque partie que ce soit du trajet de la ligne empruntée, au titre du courrier perdu ou détruit.

QUATRIÈME PARTIE

Dispositions finales

ARTICLE 69

Conditions d'approbation des propositions concernant la Convention et son Règlement d'exécution

1. Pour devenir exécutoires, les propositions soumises au Congrès et relatives à la présente Convention et à son Règlement doivent être approuvées par la majorité des Pays-membres présents et votant. La moitié des Pays-membres représentés au Congrès doivent être présents au moment du vote.

2. Pour devenir exécutoires, les propositions introduites entre deux Congrès et relatives à la présente Convention et à son Règlement doivent réunir:

- a) l'unanimité des suffrages s'il s'agit de modifications aux articles 1 à 14 (Première partie), 15, 16, 19, 22, 23, 36, 37, 39 à 51 (Deuxième partie), 69 et 70 (Quatrième partie) de la Convention, à tous les articles de son Protocole final et aux articles 102 à 104, 105, § 1, 127, 161, 165, 175, 176 et 204 de son Règlement;
- b) les deux tiers des suffrages s'il s'agit de modifications de fond à des dispositions autres que celles qui sont mentionnées sous lettre a);
- c) la majorité des suffrages s'il s'agit:
 - 1° de modifications d'ordre rédactionnel aux dispositions de la Convention et de son Règlement autres que celles qui sont mentionnées sous lettre a);
 - 2° de l'interprétation des dispositions de la Convention, de son Protocole final et de son Règlement, hors le cas de différend à soumettre à l'arbitrage prévu à l'article 32 de la Constitution.

ARTICLE 70

Mise à exécution et durée de la Convention

La présente Convention sera mise à exécution le 1^{er} janvier 1966 et demeurera en vigueur jusqu'à la mise à exécution des Actes du prochain Congrès.

En foi de quoi, les Plénipotentiaires des Gouvernements des Pays-membres ont signé la présente Convention en un exemplaire qui restera déposé aux Archives du Gouvernement du Pays-siège de l'Union. Une copie en sera remise à chaque Partie par le Gouvernement du Pays-siège du Congrès.

Fait à Vienne, le 10 juillet 1964.

[The signatures appearing here in the original correspond to those on pages 1458–1473.]

PROTOCOLE FINAL DE LA CONVENTION POSTALE UNIVERSELLE

Au moment de procéder à la signature de la Convention postale universelle conclue à la date de ce jour, les Plénipotentiaires soussignés sont convenus de ce qui suit:

ARTICLE I

Appartenance des envois postaux

1. L'article 4 ne s'applique pas au Commonwealth de l'Australie, au Canada, à la République de Chypre, au Ghana, au Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, aux Territoires d'outre-mer dont les relations internationales sont assurées par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, à l'Irlande, à la Jamaïque, à Kuwait, à la Malaisie, à la République fédérale de Nigéria, à la Nouvelle-Zélande, à l'Ouganda, à la République Arabe Unie, à la Sierra Leone, à la République Unie du Tanganyika et de Zanzibar, à Trinité et Tobago, à la République Arabe du Yémen et à la République Socialiste Fédérative de Yougoslavie.

2. Cet article ne s'applique pas non plus au Danemark dont la législation ne permet pas le retrait ou la modification d'adresse des envois de la poste aux lettres à la demande de l'expéditeur à partir du moment où le destinataire a été informé de l'arrivée d'un envoi à son adresse.

ARTICLE II

Exception à la franchise postale en faveur des céogrammes

Par dérogation aux articles 9 et 16, les Pays-membres qui n'accordent pas, dans leur service intérieur, la franchise postale aux céogrammes ont la faculté de percevoir les taxes visées à l'article 9 qui ne peuvent toutefois être supérieures à celles de leur service intérieur.

ARTICLE III

Équivalents. Limites maximales et minimales

1. Chaque Pays-membre a la faculté de majorer de 60% ou de réduire de 20%, au maximum, les taxes prévues à l'article 16, § 1, conformément aux indications du tableau ci-après:

Envois	Taxes	
	Limites supérieures	Limites inférieures
1	2	3
Lettres { 1 ^{er} échelon de poids	c	c
par échelon supplémentaire.	40	20
24	12	
Cartes postales { simples	24	12
avec réponse payée	48	24
Imprimés { 1 ^{er} échelon de poids	19,2	9,6
par échelon supplémentaire.	9,6	4,8
Céogrammes	—	—
Echantillons de marchandises { 1 ^{er} échelon de poids	19,2	9,6
par échelon supplémentaire	9,6	4,8
Minimum de taxe	40	20
Petits paquets, par 50 grammes	19,2	9,6
Minimum de taxe	80	40
Envois «Phonopost», par 50 grammes	32	16

2. Les taxes choisies doivent, autant que possible, être entre elles dans les mêmes proportions que les taxes de base, chaque Administration postale ayant la faculté d'arrondir ses taxes en plus ou en moins, selon le cas et suivant les convenances de son système monétaire.

ARTICLE IV

Exceptions à l'application du tarif des imprimés et des échantillons de marchandises

1. Par dérogation à l'article 16, les Pays-membres ont le droit de ne pas appliquer aux imprimés et aux échantillons de marchandises la taxe fixée pour le premier échelon de poids et d'appliquer pour cet échelon la taxe de 6 centimes; mais ils peuvent appliquer aux échantillons de marchandises une taxe minimale de 12 centimes. Lorsque des imprimés et des échantillons de marchandises sont réunis dans un seul envoi, la taxe payée doit être la taxe minimale des échantillons de marchandises.

2. A titre exceptionnel, les Pays-membres sont autorisés à porter la taxe internationale pour les imprimés et les échantillons de marchandises jusqu'aux taux prévus par leur législation pour les envois de même nature du service intérieur.

ARTICLE V

Once avoirdupois

Par dérogation à l'article 16, § 1, tableau, les Pays-membres qui, à cause de leur régime intérieur, ne peuvent adopter le type de poids métrique décimal ont la faculté d'y substituer l'once avoirdupois (28,3465 grammes) en assimilant 1 once à 20 grammes pour les lettres et 2 onces à 50 grammes pour les imprimés, les échantillons de marchandises, les petits paquets et les envois « Phonopost ».

ARTICLE VI

Petits paquets

L'obligation d'exécuter le service des petits paquets ne s'applique pas aux Pays-membres qui sont dans l'impossibilité d'introduire ce service.

ARTICLE VII

Exception aux dispositions concernant les imprimés

Par dérogation aux dispositions des articles 16, §§ 2 et 3, 20, § 2, et 39, § 2, et étant donné que les envois d'imprimés dépassant les limites de poids de 3 kilogrammes ou de 5 kilogrammes respectivement ne sont pas admis dans le service intérieur de l'Ethiopie, les envois de cette nature ne sont pas non plus admis dans le service international de la poste aux lettres de ce Pays, sans distinction du mode d'expédition soit en sacs réguliers, soit en sacs spécialement étiquetés.

ARTICLE VIII

Exception à l'inclusion de valeurs dans les lettres recommandées

Par dérogation à l'article 16, § 8, sont autorisées à ne pas admettre dans les lettres recommandées les valeurs mentionnées audit § 8, les Administrations postales des Pays ci-après : République Argentine, Etats-Unis du Brésil, Chili, El Salvador, Inde, Mexique, Pakistan, Pérou, République Arabe Unie, République de Vénézuéla.

ARTICLE IX

Dépôt à l'étranger d'envois de la poste aux lettres

Aucun Pays-membre n'est tenu d'acheminer, ni de distribuer aux destinataires, les envois de la poste aux lettres que des expéditeurs quelconques domiciliés sur son territoire déposent ou font déposer dans un Pays étranger, en vue de bénéficier des taxes plus basses qui y sont établies; il en est de même pour les envois de l'espèce déposés en grande quantité, que de tels dépôts soient ou non effectués en vue de bénéficier de taxes plus basses. La règle s'applique sans distinction soit aux envois préparés dans le Pays habité par l'expéditeur et transportés ensuite à travers la frontière, soit aux envois confectionnés dans un Pays étranger. L'Administration intéressée a le droit ou de renvoyer les envois en question à l'origine, ou de les frapper de ses taxes intérieures. Les modalités de la perception des taxes sont laissées à son choix.

ARTICLE X

Coupons-réponse internationaux

Par dérogation à l'article 24, § 1, les Administrations postales ont la faculté de ne pas se charger du débit des coupons-réponse internationaux ou d'en limiter la vente.

ARTICLE XI**Retrait. Modification ou correction d'adresse**

L'article 26 ne s'applique pas à la République de l'Afrique du Sud, au Commonwealth de l'Australie, à la Birmanie, au Canada, au Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, à ceux des Territoires d'outre-mer dont les relations internationales sont assurées par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, à l'Irlande, à la Jamaïque, à Kuwait, à la Malaisie, à la République fédérale de Nigéria, à la Nouvelle-Zélande, à l'Ouganda, à la Sierra Leone, à la République Unie du Tanganyika et de Zanzibar et à Trinité et Tobago, dont la législation ne permet pas le retrait ou la modification d'adresse d'envois de la poste aux lettres à la demande de l'expéditeur. Cet article ne s'applique pas non plus à l'Inde pour autant qu'il concerne la modification d'adresse d'envois de la poste aux lettres. En outre, la République Argentine ne donne pas cours aux demandes de retrait ou de modification d'adresse en provenance des Pays ayant fait des réserves à l'article 26.

ARTICLE XII**Taxes autres que les taxes d'affranchissement**

1. Les Pays-membres, dont les taxes du service intérieur autres que les taxes d'affranchissement prévues à l'article 16 sont supérieures à celles qui sont fixées dans la Convention, sont autorisés à les appliquer aussi dans le service international.

2. Par dérogation à l'article 36, § 3, les Administrations postales de la République Argentine, de la République de Cuba, du Pérou et des Philippines sont autorisées à ne pas accepter les imprimés expédiés par sacs spéciaux recommandés. Par conséquent, l'indemnité spéciale prévue pour ces envois à l'article 39, § 2, n'est pas exigible desdites Administrations.

ARTICLE XIII**Frais spéciaux de transit par le Transsibérien et le Transandin**

1. L'Administration postale de l'Union des Républiques Soviétiques Socialistes est autorisée à percevoir un supplément de 1 franc 30 centimes en plus des frais de transit mentionnés à l'article 47, § 1, 1^e parcours territoriaux, pour chaque kilogramme d'envois de la poste aux lettres transportés en transit par le Transsibérien.

2. L'Administration postale de la République Argentine est autorisée à percevoir un supplément de 30 centimes sur les frais de transit mentionnés à l'article 47, § 1, 1^e parcours territoriaux, pour chaque kilogramme d'envois de la poste aux lettres transportés en transit par la section Argentine du «Ferrocarril Trasandino».

ARTICLE XIV**Conditions spéciales de transit pour l'Afghanistan**

Par dérogation à l'article 47, § 1, l'Administration postale de l'Afghanistan est autorisée provisoirement, en raison des difficultés particulières qu'elle rencontre en matière de moyens de transport et de communication, à effectuer le transit des dépêches closes et des correspondances à découvert à travers son Pays, à des conditions spécialement convenues entre elle et les Administrations postales intéressées.

ARTICLE XV**Frais d'entreposé spéciaux à Aden**

A titre exceptionnel, l'Administration postale d'Aden est autorisée à percevoir une taxe de 40 centimes par sac pour toutes les dépêches entreposées à Aden, pourvu que cette Administration ne reçoive aucune rémunération au titre du transit territorial ou maritime pour ces dépêches.

ARTICLE XVI**Surtaxe aérienne exceptionnelle**

En raison de la situation géographique spéciale de l'URSS, l'Administration postale de ce Pays se réserve le droit d'appliquer une surtaxe uniforme sur tout le territoire de l'URSS, pour tous les Pays du monde. Cette surtaxe ne dépassera pas les frais réels occasionnés par le transport, par voie aérienne, des envois de la poste aux lettres.

ARTICLE XVII

Acheminement obligatoire indiqué par le Pays d'origine

La République Socialiste Fédérative de Yougoslavie ne reconnaîtra que des frais du transport effectué en conformité avec la disposition concernant la ligne indiquée sur les étiquettes des sacs (AV 8) de la dépêche-avion.

En foi de quoi, les Plénipotentiaires ci-dessous ont dressé le présent Protocole, qui aura la même force et la même valeur que si ses dispositions étaient insérées dans le texte même de la Convention, et ils l'ont signé en un exemplaire qui restera déposé aux Archives du Gouvernement du Pays-siège de l'Union. Une copie en sera remise à chaque Partie par le Gouvernement du Pays-siège du Congrès.

Fait à Vienne, le 10 juillet 1964.

[The signatures appearing here in the original correspond to those on pages 1458–1473.]

RÈGLEMENT D'EXÉCUTION DE LA CONVENTION POSTALE UNIVERSELLE

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Annexes

Formules: voir la «Liste des formules»

RÈGLEMENT D'EXÉCUTION DE LA CONVENTION POSTALE UNIVERSELLE

Les soussignés, vu l'article 22, § 5, de la Constitution de l'Union postale universelle, ont, au nom de leurs Administrations postales respectives, arrêté, d'un commun accord, les mesures suivantes pour assurer l'exécution de la Convention postale universelle.

PREMIÈRE PARTIE

Dispositions générales

CHAPITRE I

RÈGLES COMMUNES APPLICABLES AU SERVICE POSTAL INTERNATIONAL

ARTICLE 101

Etablissement et liquidation des comptes

1. Chaque Administration établit ses comptes et les soumet à ses correspondants, en double expédition. L'un des exemplaires acceptés, éventuellement modifié ou accompagné d'un état des différences, est retourné à l'Administration créancière. Ce compte sert de base pour l'établissement, le cas échéant, du décompte final entre les deux Administrations.
2. *Dans le montant de chaque compte établi en francs-or, il est fait abandon des centimes.*
3. Conformément à l'article 112, § 5, du Règlement général, le Bureau international assure la liquidation des comptes de toute nature relatifs au service postal international. Les Administrations intéressées se concertent, à cet effet, entre elles et avec ce Bureau et déterminent le mode de liquidation. Les comptes des services des télécommunications peuvent aussi être compris dans ces décomptes spéciaux.

ARTICLE 102

Paiement des créances en or. Dispositions générales

1. Sous réserve de l'article 13 de la Convention, les règles de paiement prévues ci-après sont applicables à toutes les créances exprimées en francs-or et nées d'un trafic postal, qu'elles résultent de comptes généraux ou bordereaux arrêtés par le Bureau international ou de décomptes ou relevés établis sans son intervention; elles concernent également le règlement des différences, des intérêts ou, le cas échéant, des acomptes.
2. Toute Administration demeure libre de se libérer par acomptes versés d'avance et sur le montant des-ques ses dettes sont imputées lorsqu'elles ont été arrêtées.
3. Toute Administration peut régler par compensation des créances postales de mêmes ou de diverses natures arrêtées en or, à son crédit et à son débit, dans ses relations avec une autre Administration, sous réserve que les délais de paiement soient observés. La compensation peut être étendue d'un commun accord aux créances des services de télécommunications quand les deux Administrations assurent les services postaux et de télécommunications. La compensation avec des créances, résultant de trafics délégués à un organisme ou à une société sous le contrôle d'une Administration postale, ne peut être réalisée si cette Administration s'y oppose.

ARTICLE 103

Règles de paiement

1. Les créances sont payées par l'Administration débiteur à l'Administration créditrice pour un montant équivalant à leur valeur, conformément aux règles ci-après.
2. Les Administrations intéressées peuvent se libérer en métal-or ou convenir d'un moyen particulier; elles peuvent également passer par l'intermédiaire d'une banque utilisant le clearing de la Banque des Règlements internationaux à Bâle ou enfin se conformer aux accords monétaires spéciaux existant entre les Pays dont elles dépendent.

3. A défaut de ces procédés de paiement, l'Administration débitrice opère un déplacement de fonds par chèque, traite, virement ou versement assiné sur une place du Pays créateur, ou en devises. Le *virement postal en franchise de taxe peut aussi être employé. Il en est de même du mandat de poste lorsqu'il s'agit de sommes minimes (inférieures ou égales à 100 francs)*.

4. *Le déplacement de fonds visé au § 3 est effectué:*

- a) en principe dans une monnaie-or, c'est-à-dire la monnaie d'un Pays où la Banque centrale d'émission ou une autre institution officielle d'émission achète et vend de l'or contre la monnaie nationale à des taux fixes déterminés par la loi ou en vertu d'un arrangement avec le Gouvernement. Si les monnaies de plusieurs Pays répondent à ces conditions, c'est au Pays créancier de désigner la monnaie qui lui convient;
- b) si le créancier y consent, dans sa propre monnaie ou dans toute autre.

5. Quand la monnaie de paiement ne répond pas à la définition de la monnaie-or, il y a lieu de considérer si elle peut être ramenée à l'or soit directement (convention particulière entre les Pays intéressés – équivalent fixé par le Fonds Monétaire International – loi interné – arrangement entre le Gouvernement et une institution officielle d'émission), soit par l'intermédiaire d'une monnaie-or à laquelle elle se trouve liée par une relation constante. La conversion est effectuée d'après l'équivalent-or déterminé dans ces conditions et reconnu par les deux Parties.

6. Quand la monnaie de paiement ne peut être ramenée à l'or, la conversion de la créance-or dans cette monnaie est opérée d'après les cours officiels ou bancaires pratiqués dans le Pays débiteur le jour ou la veille de l'opération. A cet effet, la créance est évaluée en monnaie-or d'après la partie fixe de cette monnaie, puis calculée en monnaie du Pays débiteur et enfin transformée dans la monnaie choisie.

7. Toutefois, si par suite des faibles divergences de cours existant entre les places, le montant du règlement effectué en vertu des §§ 5 ou 6 diffère de plus de 0,5% en moins ou en plus de celui qu'on obtiendrait en appliquant les cours pratiqués le même jour dans le Pays créancier, le Règlement doit être rectifié par une opération complémentaire pour la partie excédant 0,5%.

8. Quant aux pertes et aux gains dépassant 5% provenant d'une baisse ou d'une hausse de la parité d'une monnaie-or ou de l'équivalent d'une monnaie qui peut être ramenée à l'or et se produisant jusqu'au jour, inclusivement, de la réception du titre de paiement (de l'avoir de crédit ou des fonds au cas de paiement sans titre), ils sont partagés également entre les deux Administrations. Toutefois, au cas de retard injustifié de plus de quatre jours ouvrables, non compris le jour d'émission, dans l'envoi du titre de paiement délivré ou de plus de quatre jours ouvrables, non compris le jour de l'ordre de versement ou de virement, dans la transmission à la Banque de cet ordre, l'Administration débitrice est seule responsable des pertes; si le retard est cause de gain, la moitié de celui-ci doit être bonifiée à l'Administration débitrice. Le délai de règlement des différences court du jour de la réception du titre, de l'avoir de crédit ou des fonds.

9. Les règles du § 8 sont appliquées quand un paiement a lieu en monnaie-or ou en monnaie qui peut être ramenée à l'or si la parité ou l'équivalent utilisés par l'Administration débitrice pour ses calculs ne sont plus valables lors de l'encaissement par l'Administration créatrice, sauf s'il s'agit de la monnaie de cette dernière Administration. Elles sont également suivies si le paiement est réalisé dans une autre monnaie lorsqu'il s'est produit dans le même intervalle une variation notable (plus de 5%) des différents pairs ou cours utilisés pour la conversion, sauf s'il s'agit d'une hausse ou d'une baisse résultant de la réévaluation ou de la dévaluation de la monnaie du Pays créancier.

10. Lorsque le montant de la créance dépasse 5000 francs, la date de l'achat, celle de l'envoi et le montant du titre de paiement ou la date de l'ordre et le montant du virement ou du versement doivent être notifiés par télégramme et à ses frais à l'Administration créatrice, si celle-ci l'a demandé.

11. Les frais de paiement (droits, frais de clearing, provisions, commissions, etc.) perçus dans le Pays débiteur sont à la charge de l'Administration débitrice. Les frais perçus dans le Pays créancier, y compris les frais de paiement prélevés par les banques intermédiaires dans les Pays tiers, sont à la charge de l'Administration créatrice, à moins qu'il ne soit possible de les supprimer ou de les réduire en se conformant aux indications communiquées par cette Administration.

12. Le paiement doit être effectué aussi rapidement que possible et, au plus tard, avant l'expiration d'un délai de quatre mois à partir de la date de réception des décomptes généraux ou particuliers, comptes ou relevés arrêtés d'un commun accord, notifications, demandes d'acomptes, etc., indiquant les sommes ou soldes à régler; passé ce délai, les sommes dues sont productives d'intérêt à raison de 5% par an. On entend par paiement l'envoi des fonds ou du titre (chèque, traite, etc.) ou la passation de l'ordre de virement ou de versement à l'organisme chargé du transfert dans le Pays débiteur.

13. Lorsque l'Administration créatrice n'a pas fait connaître suffisamment tôt, pour que le délai de paiement puisse être observé et au plus tard trois semaines avant l'expiration de ce délai, qu'elle désire modifier les conditions de règlement admises d'un commun accord (§ 4, lettre b), l'Administration débitrice est autorisée à se libérer dans la monnaie utilisée pour le dernier paiement de la créance de même nature.

ARTICLE 104**Fixation des équivalents**

1. Les Administrations fixent les équivalents des taxes postales prévues par la Convention et les Arrangements ainsi que le prix de vente des coupons-réponse internationaux après entente avec le Bureau international qui est responsable de leur notification. A cet effet, chaque Administration doit faire connaître au Bureau international le coefficient de conversion du franc-or dans la monnaie de son Pays. La même procédure est suivie en cas de changement d'équivalents.

2. Les équivalents ou les changements d'équivalents ne peuvent entrer en vigueur que le premier d'un mois et, au plus tôt, quinze jours après leur notification par le Bureau international.

3. Le Bureau International publie un recueil indiquant, pour chaque Pays, les équivalents des taxes, le coefficient de conversion et le prix de vente des coupons-réponse internationaux mentionnés au § 1 et renseignant, le cas échéant, sur le pourcentage de la majoration ou de la réduction de taxe appliquée en vertu de l'article III du Protocole final de la Convention.

4. Les fractions monétaires résultant du complément de taxe applicable aux envois de la poste aux lettres insuffisamment affranchis peuvent être arrondies par les Administrations qui en effectuent la perception. La somme à ajouter de ce chef ne peut excéder la valeur de 5 centimes.

5. Chaque Administration notifie directement au Bureau international l'équivalent fixé par elle pour les indemnités prévues à l'article 39 de la Convention.

ARTICLE 105**Timbres-poste. Notification des émissions et échange entre Administrations**

1. Chaque nouvelle émission de timbres-poste est notifiée par l'Administration en cause à toutes les autres Administrations par l'intermédiaire du Bureau international, avec les indications nécessaires.

2. Les Administrations échangent, par l'intermédiaire du Bureau international, la collection en trois exemplaires de leurs timbres-poste.

ARTICLE 106**Cartes d'identité postales**

1. Chaque Administration désigne les bureaux ou les services qui délivrent les cartes d'identité postales.

2. Ces cartes sont établies sur des formules conformes au modèle C 25 ci-annexé et qui sont fournies par le Bureau international.

3. Au moment de la demande, le requérant remet sa photographie et justifie de son identité. Les Administrations édictent les prescriptions nécessaires pour que les cartes ne soient délivrées qu'après examen minutieux de l'identité du requérant.

4. L'agent inscrit cette demande sur un registre; il remplit à l'encre et en caractères latins à la main ou à la machine à écrire, sans ratures ni surcharges, toutes les indications que comporte la formule et fixe sur celle-ci la photographie à l'endroit désigné; puis il applique, mi-partie sur cette photographie et mi-partie sur la carte, un timbre-poste représentant la taxe perçue et qu'il oblitère au moyen d'une empreinte bien nette du timbre à date. Il appose ensuite l'empreinte de ce même timbre, ou celle d'un sceau officiel, de manière qu'elle porte à la fois sur la partie supérieure de la photographie et sur la carte; il reproduit enfin cette empreinte à la troisième page de la carte, signe celle-ci et la remet à l'intéressé après avoir recueilli sa signature.

5. Chaque Administration conserve la faculté de délivrer les cartes du service international selon les règles appliquées pour les cartes en usage dans son service intérieur.

6. Les Administrations peuvent ajouter à la formule C 25 un feuillet destiné à recevoir des annotations spéciales pour les besoins de leur service intérieur.

ARTICLE 107**Pays éloignés ou considérés comme tels**

1. Sont considérés comme Pays éloignés les Pays entre lesquels la durée des transports par la voie de surface la plus rapide est de plus de 10 jours ainsi que ceux entre lesquels la fréquence moyenne des courriers est inférieure à deux voyages par mois.

2. Sont assimilés aux Pays éloignés, en ce qui concerne les délais prévus par la Convention et les Arrangements, les Pays de très grande étendue ou dont les voies de communication intérieures sont peu développées, pour les questions où ces facteurs jouent un rôle prépondérant.

ARTICLE 108

Délai de conservation des documents

1. Les documents du service international doivent être conservés pendant une période minimale de dix-huit mois à partir du lendemain de la date à laquelle ces documents se réfèrent.

2. Les documents concernant un litige ou une réclamation doivent être conservés jusqu'à liquidation de l'affaire. Si l'Administration réclamante, régulièrement informée des conclusions de l'enquête, laisse s'écouler six mois à partir de la date de la communication sans formuler d'objections, l'affaire est considérée comme liquidée.

ARTICLE 109

Adresses télégraphiques

1. Pour les communications télégraphiques qu'elles échangent entre elles, les Administrations font usage des adresses télégraphiques suivantes:

- a) «Postgen» pour les télégrammes destinés aux Administrations centrales;
- b) «Postbur» pour les télégrammes destinés aux bureaux de poste;
- c) «Postex» pour les télégrammes destinés aux bureaux d'échange.

2. Ces adresses télégraphiques sont suivies de l'indication de la localité de destination et, s'il y a lieu, de toute autre précision jugée nécessaire.

3. L'adresse télégraphique du Bureau international est «UPU Berne».

4. Les adresses télégraphiques indiquées aux §§ 1 et 3 et complétées selon le cas par l'indication du bureau expéditeur servent également de signature des communications télégraphiques.

ARTICLE 110

Code télégraphique postal

Les Administrations qui désirent utiliser le code télégraphique postal soit dans les deux sens, soit simplement à l'arrivée doivent le faire connaître au Bureau international qui le notifie à toutes les Administrations.

CHAPITRE II

BUREAU INTERNATIONAL. RENSEIGNEMENTS A FOURNIR. PUBLICATIONS

ARTICLE 111

Communications et renseignements à transmettre au Bureau international

1. Les Administrations doivent communiquer ou transmettre au Bureau international:

- a) leur décision au sujet de la faculté d'appliquer ou non certaines dispositions générales de la Convention et de son Règlement;
- b) la mention qu'elles ont adoptée, par application de l'article 178, § 3, comme équivalent de l'expression «Taxe perçue» ou «Port payé»;
- c) les taxes réduites qu'elles ont adoptées en vertu de l'article 8 de la Constitution et l'indication des relations auxquelles ces taxes sont applicables;
- d) les frais de transport extraordinaire perçus en vertu de l'article 49 de la Convention ainsi que la nomenclature des Pays auxquels s'appliquent ces frais et, s'il y a lieu, la désignation des services qui en motivent la perception;
- e) les renseignements utiles concernant les prescriptions douanières ou autres ainsi que les interdictions ou restrictions réglant l'importation et le transit des envois postaux dans leurs services;
- f) le nombre de déclarations en douane éventuellement exigé pour les envois soumis au contrôle douanier à destination de leur Pays et les langues dans lesquelles ces déclarations ou les étiquettes «Douane» peuvent être rédigées;
- g) l'indication qu'elles admettent ou non des objets passibles de droits de douane dans les envois affranchis au tarif des lettres;
- h) la liste des distances kilométriques pour les parcours territoriaux suivis dans leur Pays par les dépêches en transit;

i) la liste des lignes de paquebots en partance de leurs ports et utilisés pour le transport des dépêches avec indication des parcours, des distances et des durées de parcours entre le port d'embarquement et chacun des ports d'escale successifs, de la périodicité du service et des Pays auxquels les frais de transit maritime, en cas d'utilisation des paquebots, doivent être payés;

j) leur liste des Pays éloignés et assimilés;

k) les renseignements utiles sur leur organisation et leurs services intérieurs;

l) leurs taxes postales intérieures.

2. Toute modification aux renseignements visés au § 1 doit être notifiée sans retard.

3. Les Administrations doivent fournir au Bureau International deux exemplaires des documents qu'elles publient tant sur le service intérieur que sur le service international. *Elles fournissent également, dans la mesure du possible, les autres ouvrages publiés dans leur Pays et concernant le service postal.*

ARTICLE 112

Publications

1. Le Bureau International publie, d'après les informations fournies en vertu de l'article 111, un recueil officiel des renseignements d'intérêt général relatifs à l'exécution, dans chaque Pays-membre, de la Convention et de son Règlement. Il publie également des recueils analogues se rapportant à l'exécution des Arrangements et de leurs Règlements, d'après les informations fournies par les Administrations intéressées en vertu des dispositions correspondantes du Règlement d'exécution de chacun des Arrangements.

2. Il publie, en outre, au moyen des éléments fournis par les Administrations et, éventuellement, par l'Organisation des Nations Unies en ce qui concerne la lettre g):

- a) une liste des adresses, des chefs et des fonctionnaires supérieurs des Administrations postales;
- b) un dictionnaire des bureaux de poste;
- c) une liste des distances kilométriques afférentes aux parcours territoriaux des dépêches en transit;
- d) une liste des lignes de paquebots;
- e) une liste des Pays éloignés et assimilés;
- f) un recueil des équivalents;
- g) une liste des objets interdits; dans cette liste sont aussi inclus les stupéfiants tombant sous le coup des traités multilatéraux sur les stupéfiants;
- h) un recueil de renseignements sur l'organisation et les services intérieurs des Administrations postales;
- i) un recueil des taxes intérieures des Administrations postales;
- j) les données statistiques des services postaux (intérieur et international);
- k) des études, des avis, des rapports et autres exposés relatifs au service postal;
- l) un catalogue général des informations de toute nature concernant le service postal et des documents du service de prêt (Catalogue de l'UPU).

3. Il publie enfin:

- 1° un code télégraphique du service postal international (Code télégraphique de l'UPU);
- 2° un vocabulaire polyglotte du service postal international.

4. Les modifications apportées aux divers documents énumérés aux §§ 1 à 3 sont notifiées par circulaire, bulletin, supplément ou autre moyen convenable.

ARTICLE 113

Distribution des publications

1. Les documents publiés par le Bureau international sont distribués aux Administrations selon les règles suivantes:

a) tous les documents, à l'exception de la revue «Union postale» et du dictionnaire des bureaux de poste, selon la clef de répartition ci-après:

classe de contribution	1	2	3	4	5	6	7
nombre d'exemplaires	8	7	6	5	3	2	1

b) la revue «Union postale» et le dictionnaire des bureaux de poste:

dans la proportion du nombre d'unités contributives assignées à chaque Administration par application de l'article 124 du Règlement général. Toutefois, aux Administrations qui en font la demande, le dictionnaire des bureaux de poste peut être distribué à raison de 10 exemplaires au maximum par unité contributive.

2. Sur demande expresse, les Administrations peuvent obtenir gratuitement du Bureau international, pour l'ensemble des publications de l'Union postale universelle ou pour certaines d'entre elles seulement, des exemplaires supplémentaires.

taires jusqu'à concurrence du nombre d'unités contributives qui leur sont attribuées. A titre exceptionnel, les Administrations rangées dans la 7^e classe peuvent en demander un exemplaire gratuit en plus.

3. Au-delà du nombre d'exemplaires distribués selon les dispositions des §§ 1, lettre b), et 2., les Administrations peuvent acquérir les documents du Bureau international au prix de revient.

4. Les documents publiés par le Bureau international sont également transmis aux Unions restreintes.

DEUXIÈME PARTIE

Dispositions concernant la poste aux lettres

TITRE I

CONDITIONS D'ACCEPTATION DES ENVOIS DE LA POSTE AUX LETTRES

CHAPITRE I

DISPOSITIONS APPLICABLES A TOUTES LES CATÉGORIES D'ENVOIS

ARTICLE 114

Adresse. Conditionnement

1. Les Administrations doivent recommander au public:

- a) de résERVER entièrement la moitié droite au moins du côté de la suscription à l'adresse du destinataire, aux timbres-poste ou empreintes d'affranchissement et aux mentions ou étiquettes de service;
- b) de libeller très lisiblement l'adresse en caractères latins et en chiffres arabes et de la mettre sur la partie droite dans le sens de la longueur;
- c) d'écrire en capitales les noms de la localité et du Pays de destination;
- d) d'indiquer l'adresse d'une manière précise et complète, afin que l'acheminement de l'envoi et sa remise au destinataire puissent avoir lieu sans recherches *ni équivoque*;
- e) d'indiquer le nom et le domicile de l'expéditeur soit au recto et du côté gauche de façon à ne nuire ni à la clarté de l'adresse ni à l'application des mentions ou étiquettes de service, soit au verso;
- f) d'ajouter le mot «Lettre» du côté de l'adresse des lettres qui, en raison de leur volume ou de leur conditionnement, pourraient être confondues avec des envois affranchis à une taxe réduite;
- g) en ce qui concerne les envois expédiés à une taxe réduite, d'indiquer, par les mentions «Imprimés», «Imprimés à taxe réduite», «Echantillons de marchandises» ou «Cécogrammes» la catégorie à laquelle ils appartiennent;
- h) d'indiquer les adresses de l'expéditeur et du destinataire à l'intérieur de l'envoi et autant que possible sur l'objet inséré dans l'envoi ou, le cas échéant, sur une étiquette volante, de préférence en parchemin, attachée solidement à l'objet, surtout lorsqu'il s'agit d'envois expédiés ouverts.

2. Les envois de toute nature, dont le côté réservé à l'adresse a été divisé, en tout ou en partie, en plusieurs cases destinées à recevoir des adresses successives, ne sont pas admis.

3. Si l'emballage ou l'objet ne se prête pas à l'inscription de l'adresse et des indications de service ainsi qu'à l'application des timbres-poste ou des empreintes d'affranchissement, l'expéditeur doit attacher solidement à l'envoi une étiquette-adresse aux dimensions prévues à l'article 16, § 1, de la Convention. Il en est de même lorsque le timbre est susceptible de provoquer la détérioration de l'envoi.

4. Les timbres-poste ou les empreintes d'affranchissement doivent être appliqués en principe du côté de la suscription et, autant que possible, à l'angle supérieur droit. Toutefois, il appartient à l'Administration d'origine de traiter selon sa législation les envois dont l'affranchissement n'est pas conforme à cette condition.

5. Les timbres non postaux et les vignettes de bienfaisance ou autres, susceptibles d'être confondus avec les timbres-poste, ne peuvent être appliqués du côté de la suscription. Il en est de même des empreintes de timbres qui pourraient être confondues avec les empreintes d'affranchissement.

ARTICLE 115**Envoy poste restante**

L'adresse des envois expédiés poste restante doit indiquer le nom du destinataire. L'emploi d'initiales, de chiffres, de simples prénoms, de noms supposés ou de marques conventionnelles quelconques n'est pas admis pour ces envois.

ARTICLE 116**Envoy expédiés en franchise postale**

1. Les envois du service des postes expédiés en franchise postale doivent porter, à l'angle supérieur gauche du recto, la mention «Service des postes» ou une mention analogue.

2. Les envois bénéficiant de la franchise postale prévue à l'article 8, §§ 1 à 3, de la Convention ainsi que les formules s'y rapportant doivent porter l'une des mentions «Service des prisonniers de guerre» ou «Service des internés».

3. Les mentions prévues aux §§ 1 et 2 peuvent être suivies d'une traduction.

ARTICLE 117**Envoy soumis au contrôle douanier**

1. Les envois à soumettre au contrôle douanier doivent être revêtus, au recto, d'une étiquette verte gommée, conforme au modèle C 1 ci-annexé, ou pourvus d'une étiquette volante du même modèle. En ce qui concerne les petits paquets, l'emploi de l'une de ces étiquettes est obligatoire dans tous les cas.

2. Si l'Administration du Pays de destination l'exige ou si l'expéditeur le préfère, les envois visés au § 1 sont, en outre, accompagnés de déclarations en douane séparées conformes au modèle C 2 ci-annexé et au nombre prescrit; ces déclarations sont reliées à l'envoi extérieurement et d'une manière solide par un croisé de ficelle ou insérées dans l'envoi même. Dans ce cas, la partie supérieure de l'étiquette C 1 est seule apposée sur l'envoi.

3. L'absence de l'étiquette C 1 ne peut, en aucun cas, entraîner le renvoi au bureau d'origine des envois d'imprimés, de sérum, de vaccins, de matières biologiques périssables, de matières radioactives ainsi que des envois de médicaments d'urgence nécessitant qu'il est difficile de se procurer.

4. Le contenu de l'envoi doit être indiqué en détail dans la déclaration en douane. Des mentions de caractère général ne sont pas admises.

5. Bien que n'assumant aucune responsabilité du chef des déclarations en douane, les Administrations font tout leur possible pour renseigner les expéditeurs sur la manière correcte de remplir les étiquettes C 1 ou les déclarations en douane.

ARTICLE 118**Envoy francs de taxes et de droits**

1. Les envois à remettre aux destinataires francs de taxes et de droits doivent porter, au recto, en caractères très apparents, l'en-tête «Franc de taxes et de droits» ou une mention analogue dans la langue du Pays d'origine. Ces envois sont pourvus, du côté de la suscription, d'une étiquette de couleur jaune portant également, en caractères très apparents, l'indication «Franc de taxes et de droits».

2. Tout envoi expédié franc de taxes et de droits est accompagné d'un bulletin d'affranchissement conforme au modèle C 3 ci-annexé, confectionné en papier jaune. L'expéditeur de l'envoi et – en tant qu'il s'agit d'indications afférentes au service postal – le bureau expéditeur complètent le texte du bulletin d'affranchissement au recto, côté droit des parties A et B. Les inscriptions de l'expéditeur peuvent être effectuées à l'aide de papier carbone. Le texte doit comporter l'engagement prévu à l'article 33, § 2, de la Convention. Le bulletin d'affranchissement dûment complété est solidement attaché à l'envoi.

3. Lorsque l'expéditeur demande, postérieurement au dépôt, de remettre l'envoi franc de taxes et de droits, il est procédé de la manière suivante:

a) si la demande est destinée à être transmise par voie postale, le bureau d'origine en avertit le bureau de destination par une note explicative. Celle-ci, revêtue de l'affranchissement représentant la taxe due, est transmise sous recommandation au bureau de destination accompagnée d'un bulletin d'affranchissement dûment rempli. Si la transmission a lieu par voie aérienne, la surtaxe est également représentée sur la note explicative. Le bureau de destination appose sur l'envoi l'étiquette prévue au § 1;

b) si la demande est destinée à être transmise par voie télégraphique, le bureau d'origine en avertit par voie télégraphique le bureau destinataire et lui communique en même temps les indications relatives au dépôt de l'envoi. Le bureau de destination établit d'office un bulletin d'affranchissement.

CHAPITRE II

RÈGLES RELATIVES A L'EMBALLAGE DES ENVOIS

ARTICLE 119

Conditionnement. Emballage

1. Les Administrations doivent recommander au public de conditionner solidement les envois, particulièrement s'ils sont destinés à des Pays éloignés. Dans tous les cas, les envois doivent être conditionnés de façon que d'autres envois ne risquent pas de s'y fourvoyer.

2. Les envois contenant des objets en verre ou autres matières fragiles, des liquides, des huiles, des corps gras, des poudres sèches, colorantes ou non, des abeilles vivantes, des sanguines, des graines de vers à sole ou des parasites visés à l'article 28, § 1, de la Convention, doivent être conditionnés de la manière suivante:

- a) les objets en verre ou autres objets fragiles doivent être emballés dans une boîte en métal, en bois ou en carton solide, remplie de papier, paille de bois ou autre matière protectrice similaire de nature à empêcher tout frottement ou heurt en cours de transport soit entre les objets eux-mêmes, soit entre les objets et les parois de la boîte;
- b) les liquides, huiles et corps facilement liquéfiables doivent être insérés dans des récipients hermétiquement fermés. Chaque récipient doit être placé dans une boîte spéciale en métal, en bois résistant ou en carton ondulé de qualité solide, garnie de sciure de bois, de coton ou de matière spongieuse en quantité suffisante pour absorber le liquide en cas de bris du récipient. Le couvercle de la boîte doit être fixé de manière qu'il ne puisse se détacher facilement;
- c) les corps gras difficilement liquéfiables, tels que les onguents, le savon mou, les résines, etc., ainsi que les graines de vers à soie, dont le transport offre moins d'inconvénients, doivent être enfermés sous une première enveloppe (boîte, sac en toile, parchemin, etc.) placée elle-même dans une seconde boîte en bois, en métal ou autre matière résistante et épaisse;
- d) les poudres sèches colorantes, telles que le bleu d'aniline, etc., ne sont admises que dans des boîtes en fer-blanc résistant, placées à leur tour dans des boîtes en bois avec de la sciure entre les deux emballages. Les poudres sèches non colorantes doivent être placées dans des boîtes en métal, en bois ou en carton; ces boîtes doivent être elles-mêmes enfermées dans un sac en toile ou en parchemin;
- e) les abeilles vivantes, les sanguines et les parasites doivent être enfermés dans des boîtes disposées de façon à éviter tout danger.

3. Il n'est pas exigé d'emballage pour les objets d'une seule pièce, tels que pièces de bois, pièces métalliques, etc., qu'il n'est pas dans les usages du commerce d'emballer. Dans ce cas, l'adresse du destinataire doit être indiquée, autant que possible, sur l'objet lui-même ou, à défaut, sur une étiquette-adresse aux dimensions prévues à l'article 16, § 1, de la Convention et qui doit être solidement attachée à l'envoi.

ARTICLE 120

Conditionnement. Matières biologiques périssables

Les lettres contenant des matières biologiques périssables sont soumises aux règles spéciales de conditionnement ci-après:

- a) les matières biologiques périssables consistant en micro-organismes pathogènes vivants ou en virus pathogènes vivants doivent être insérées dans un flacon ou un tube à parois épaisse en verre ou en matière plastique, bien bouché, ou dans une ampoule scellée. Le récipient doit être imperméable et hermétiquement fermé. Il doit être entouré d'un tissu épais et absorbant (ouate hydrophile, molleton ou flanelle de coton) enroulé plusieurs fois autour du flacon et lié tant au-dessus qu'au-dessous de celui-ci, de façon à former une sorte de fusain. Le récipient ainsi enveloppé doit être placé dans un étui métallique solide et bien fermé. La substance absorbante placée entre le récipient interne et l'étui métallique doit être en quantité suffisante pour absorber en cas de bris tout le liquide contenu ou susceptible de se former dans le récipient interne. L'étui métallique doit être confectionné et fermé de façon à rendre impossible toute contamination à l'extérieur de l'étui; celui-ci doit être enveloppé de coton ou de matière spongieuse et enfermé à son tour dans une boîte protectrice de façon à éviter tout déplacement. Ce récipient protecteur externe doit consister en un bloc creux en bois solide ou en métal ou bien être d'une matière et d'une construction d'une solidité équivalente et pourvu d'un couvercle bien ajusté et fixé de manière qu'il ne puisse s'ouvrir en cours de transport. Des dispositions particulières, telles que dessiccation sous congélation et emballage de glace, doivent être prises pour assurer la conservation des matières sensibles aux températures élevées. Le transport par la voie aérienne, qui comporte des changements de pression atmosphérique, exige que les emballages soient assez solides pour résister à ces variations de pression. Par ailleurs, la boîte externe ainsi

que l'emballage extérieur, s'il y a lieu, doivent être munis du côté qui porte les adresses du laboratoire expéditeur et du laboratoire de destination officiellement reconnus, d'une étiquette de couleur violette portant les mentions et le symbole suivants:



(Dimensions 62 x 44 mm)

- b) les matières biologiques périssables qui ne contiennent ni micro-organismes pathogènes vivants, ni virus pathogènes vivants doivent être emballées à l'intérieur d'un récipient imperméable interne, d'un récipient protecteur externe, d'une substance absorbante placée soit dans le récipient interne, soit entre les récipients interne et externe; cette substance doit être en quantité suffisante pour absorber en cas de bris tout le liquide contenu ou susceptible de se former dans le récipient interne. Par ailleurs, le contenu des récipients tant interne qu'externe doit être emballé de façon à éviter tout déplacement. Des dispositions particulières, telles que dessiccation sous congélation et emballage de glace, doivent être prises pour assurer la conservation des matières sensibles aux températures élevées. Le transport par la voie aérienne, qui comporte des changements de pression atmosphérique, exige que, si le matériel est conditionné en ampoules scellées ou en bouteilles bien bouchées, ces récipients soient assez solides pour résister aux variations de pression. Le récipient externe ainsi que l'emballage extérieur de l'envoi doivent être munis, du côté qui porte les adresses du laboratoire expéditeur et du laboratoire de destination, d'une étiquette de couleur violette portant la mention et le symbole suivants:



(Dimensions 62 x 44 mm)

ARTICLE 121

Conditionnement. Matières radioactives

1. Les envois de matières radioactives dont le contenu et le conditionnement sont conformes aux recommandations de l'Agence internationale de l'énergie atomique prévoyant des exemptions spéciales pour certaines catégories d'envois sont admis au transport par la poste moyennant autorisation préalable de la part des organismes compétents du Pays d'origine.

2. Les envois contenant des matières radioactives doivent être munis par l'expéditeur d'une étiquette spéciale de couleur blanche portant la mention «Matières radioactives», étiquette qui est barrée d'office en cas de renvoi de l'emballage à l'origine. De plus, ils doivent porter, outre le nom et l'adresse de l'expéditeur, une mention bien apparente demandant le retour des envois en cas de non-livraison.

3. L'expéditeur doit indiquer sur l'emballage intérieur son nom et son adresse ainsi que le contenu de l'envoi.

4. Les Administrations peuvent désigner des bureaux de poste spécialement appelés à accepter le dépôt des envois contenant des matières radioactives.

ARTICLE 122

Conditionnement. Vérification du contenu

1. Les envois autres que les lettres et les cartes postales doivent être conditionnés de manière que leur contenu soit suffisamment protégé sans qu'une vérification prompte et facile en soit entravée.

2. Ils doivent être placés soit sous bande, sur rouleau, entre des cartons, soit dans des sacs, des boîtes, des enveloppes ou des étuis ouverts ou dans des sacs, des boîtes, des enveloppes ou des étuis non cachetés mais fermés de manière à pouvoir être facilement ouverts et refermés et n'offrant aucun danger, soit entourés d'une ficelle qu'il est facile de dénouer.

3. Les objets qui se gâteraient s'ils étaient emballés d'après les règles générales, ainsi que les échantillons de marchandises placés dans un emballage transparent permettant la vérification de leur contenu, peuvent, exceptionnellement, être admis sous un emballage hermétiquement fermé. Il en est de même pour les échantillons de produits industriels et végétaux mis à la poste sous un emballage fermé par la fabrique ou scellés par une autorité de vérification du Pays d'origine. Dans ces cas, les Administrations intéressées peuvent exiger que l'expéditeur ou le destinataire facilite la vérification du contenu soit en ouvrant quelques-uns des envois désignés par elles, soit d'une autre manière satisfaisante.

ARTICLE 123

Envois sous enveloppe à panneau

1. Les envois sous enveloppe à panneau transparent réservé à l'adresse sont admis. Toutefois, l'Administration d'origine a le droit de refuser tout envoi dont l'adresse est peu lisible à travers le panneau ou si d'autres indications visibles à travers le panneau nuisent à la clarté de l'adresse.

2. Les envois sous enveloppe à panneau transparent réservé à l'adresse ne sont pas admis si ce panneau n'est pas disposé parallèlement à la plus grande dimension, de façon que l'adresse du destinataire apparaisse dans le même sens et que l'application du timbre à date ne soit pas entravée.

3. Les envois sous enveloppe entièrement transparente ou à panneau ouvert ne sont pas admis.

CHAPITRE III

DISPOSITIONS SPÉCIALES APPLICABLES A CHAQUE CATÉGORIE D'ENVOIS

ARTICLE 124

Lettres

Sous réserve d'observer les règles relatives à l'emballage des envois, aucune condition de forme ou de fermeture n'est exigée pour les lettres. La place nécessaire au recto pour l'adresse, l'affranchissement et les mentions ou étiquettes de service doit être laissée entièrement libre.

ARTICLE 125

Cartes postales simples

1. Les cartes postales doivent être confectionnées en carton ou en papier assez consistant pour ne pas entraver la manipulation.

2. Les cartes postales doivent porter, en tête du recto, le titre «Carte postale» en français ou l'équivalent de ce titre dans une autre langue. Ce titre n'est pas obligatoire pour les cartes illustrées émanant de l'industrie privée.

3. Les cartes postales doivent être expédiées à découvert, c'est-à-dire sans bande ni enveloppe.

4. La moitié droite au moins du recto est réservée à l'adresse du destinataire, à l'affranchissement et aux mentions ou étiquettes de service. L'expéditeur dispose du verso et de la partie gauche du recto, sous réserve du § 5.

5. Il est interdit de joindre ou d'attacher aux cartes postales des échantillons de marchandises ou des objets analogues. Toutefois, des vignettes, des photographies, des timbres de toute espèce, des étiquettes et des coupures de toute sorte, en papier ou autre matière très mince, de même que des bandes d'adresse ou des feuilles à replier peuvent y être collés, à condition que ces objets ne soient pas de nature à altérer le caractère des cartes postales et qu'ils soient complètement adhérents à la carte. Ces objets ne peuvent être collés que sur le verso

ou sur la partie gauche du recto des cartes postales, sauf les bandes, pattes ou étiquettes d'adresse qui peuvent occuper tout le recto. Quant aux timbres de toute espèce susceptibles d'être confondus avec les timbres d'affranchissement, ils ne sont admis qu'au verso.

6. Les cartes postales ne remplissant pas les conditions prescrites pour cette catégorie d'envois sont traitées comme lettres, à l'exception, toutefois, de celles dont l'irrégularité résulte seulement de l'application de l'affranchissement au verso. Ces dernières sont considérées comme non affranchies et traitées en conséquence.

ARTICLE 126

Cartes postales avec réponse payée

1. Les cartes postales avec réponse payée doivent présenter au recto, en langue française, comme titre imprimé sur la première partie: «Carte postale avec réponse payée»; sur la seconde partie: «Carte postale-réponse». Les deux parties doivent d'ailleurs remplir, chacune, les autres conditions imposées à la carte postale simple; elles sont repliées l'une sur l'autre de façon que le pli forme le bord supérieur et elles ne peuvent être fermées d'une manière quelconque.

2. L'adresse de la carte postale-réponse doit se trouver à l'intérieur de l'envoi.

3. Il est loisible à l'expéditeur d'indiquer son nom et son adresse au recto de la partie «Réponse».

4. L'expéditeur est également autorisé à faire imprimer au verso de la carte postale-réponse un questionnaire destiné à être rempli par le destinataire; celui-ci peut, en outre, renvoyer la partie «Demande» adhérente à la partie «Réponse». Dans ce cas, l'adresse de la carte «Demande» doit être barrée et se trouver à l'intérieur de l'envoi.

5. L'affranchissement de la partie «Réponse» au moyen de timbres-poste ou d'empreintes d'affranchissement du Pays qui a émis la carte n'est valable que si la partie «Réponse» est expédiée à destination de ce Pays. Si cette condition n'est pas remplie, elle est traitée comme carte postale non affranchie.

ARTICLE 127

Imprimés

1. Peuvent être expédiées comme imprimés les reproductions obtenues sur papier, sur carton ou autres matières d'un emploi habituel dans l'imprimerie, en plusieurs exemplaires identiques, au moyen d'un procédé mécanique ou photographique qui comprend l'usage d'un cliché, d'un patron ou d'un négatif. L'Administration d'origine décide si l'objet en question a été reproduit sur une matière et par un procédé admis.

2. Sont admis au tarif des imprimés:

- les envois de la poste aux lettres échangés entre élèves d'écoles, à condition que ces envois soient expédiés par l'intermédiaire des directeurs des écoles intéressées;
- les devoirs originaux et corrigés d'élèves, à l'exclusion de toute indication ne se rapportant pas directement à l'exécution du travail;
- les manuscrits d'ouvrages ou de journaux;
- les partitions ou feuilles de musique manuscrites.

3. Les envois visés aux §§ 1 et 2 sont soumis, en ce qui concerne la forme et le conditionnement, aux dispositions de l'article 122.

4. Ne peuvent pas être expédiés comme imprimés:

- les pièces obtenues à la machine à écrire, quel qu'en soit le type;
- les copies obtenues au moyen du décalque, les copies faites à la main ou à la machine à écrire, quel qu'en soit le type, ainsi que les héliographies;
- les reproductions obtenues au moyen de timbres à caractères mobiles ou non;
- les articles de papeterie proprement dits comportant des reproductions, lorsqu'il apparaît clairement que la partie imprimée n'est pas l'essentiel de l'objet;
- les films et les enregistrements sonores.

5. Plusieurs reproductions, obtenues par les procédés admis, peuvent être réunies dans un envoi d'imprimés; elles ne doivent pas porter de noms et d'adresses différents d'expéditeurs ou de destinataires.

6. Les cartes portant le titre «Carte postale» ou l'équivalent de ce titre dans une langue quelconque sont admises au tarif des imprimés, pourvu qu'elles répondent aux conditions générales applicables aux imprimés. Celles qui ne remplissent pas ces conditions sont traitées comme cartes postales ou éventuellement comme lettres, par application de l'article 125, § 6.

ARTICLE 128

Imprimés. Annotations et annexes autorisées

1. Peuvent être indiqués sur les imprimés par un procédé quelconque:

- a) les noms et adresses de l'expéditeur et du destinataire avec ou sans mention des qualité, profession et raison sociale;
- b) le lieu et la date d'expédition de l'envoi;
- c) le numéro d'ordre ou d'immatriculation se rapportant exclusivement à l'envoi.

2. En plus de ces indications, il est permis:

- a) de biffer, de marquer ou de souligner certains mots ou certaines parties du texte imprimé;
- b) de corriger les fautes d'impression.

3. Les additions et corrections prévues aux §§ 1 et 2 doivent être dans un rapport direct avec le contenu de la reproduction; elles ne doivent pas être de nature à constituer un langage conventionnel.

4. Il est, en outre, permis d'indiquer ou d'ajouter:

- a) sur les bulletins de commande, de souscription ou d'offre, relatifs à des ouvrages de librairie, livres, journaux, gravures, morceaux de musique: les ouvrages et le nombre des exemplaires demandés ou offerts, les prix de ces ouvrages ainsi que des annotations représentant des éléments constitutifs du prix, le mode de paiement, l'édition, les noms des auteurs et des éditeurs, le numéro du catalogue et les mots «broché», «cartonné» ou «relié»;
- b) sur les formules utilisées par les services de prêt des bibliothèques: les titres des ouvrages, le nombre des exemplaires demandés ou envoyés, les noms des auteurs et des éditeurs, les numéros du catalogue, le nombre de jours accordés pour la lecture, le nom de la personne désirant consulter l'ouvrage en question;
- c) sur les cartes illustrées imprimées, les cartes de visite imprimées ainsi que sur les cartes de félicitations ou de condoléances imprimées: des formules de politesse conventionnelles exprimées en cinq mots ou au moyen de cinq initiales, au maximum;
- d) sur les productions littéraires et artistiques imprimées: une dédicace consistant en un simple hommage conventionnel;
- e) sur les passages découpés de journaux et de publications périodiques: le titre, la date, le numéro et l'adresse de la publication dont l'article est extrait;
- f) sur les avis concernant les départs et les arrivées des navires et des avions: les dates et heures des départs et arrivées ainsi que les noms des navires, des avions, des ports de départ, d'escale et d'arrivée;
- g) sur les avis de passage: le nom du voyageur, la date, l'heure et le nom de la localité par laquelle il compte passer ainsi que l'endroit où il descend;
- h) sur les épreuves d'imprimerie: les changements et additions qui se rapportent à la correction, à la forme et à l'impression ainsi que des mentions telles que «Bon à tirer», «Vu-Bon à tirer» ou toutes autres analogues se rapportant à la confection de l'ouvrage. En cas de manque de place, les additions peuvent être faites sur des feuilles spéciales;
- i) sur les listes de prix courants, les offres d'annonces, les cotations de bourse et de marché, les circulaires de commerce et les prospectus: des chiffres; toutes autres annotations représentant des éléments constitutifs des prix;
- j) sur les avis de changement d'adresse: l'ancienne et la nouvelle adresse ainsi que la date du changement.

5. Il est, enfin, permis de joindre:

- a) à tous les imprimés: une carte, une enveloppe ou une bande avec l'impression de l'adresse de l'expéditeur de l'envoi; celles-ci peuvent être affranchies pour le retour au moyen de timbres-poste du Pays de destination de l'envoi;
- b) aux productions littéraires ou artistiques imprimées: la facture ouverte se rapportant à l'objet envoyé et réduite à ses énoncations constitutives ainsi qu'une formule de versement portant la désignation imprimée d'un compte courant postal ou une formule de mandat de poste du service international du Pays de destination de l'envoi, sur laquelle il est aussi permis, après entente entre les Administrations intéressées, d'indiquer le montant à verser et l'adresse du bénéficiaire du mandat;
- c) aux journaux de mode: des patrons découpés formant, selon les indications qui y figurent, un tout avec l'exemplaire dans lequel ils sont expédiés.

ARTICLE 129

Imprimés sous forme de cartes

1. Les imprimés présentant la forme, la consistance et les dimensions d'une carte postale peuvent être expédiés à découvert sans bande ou enveloppe. Le même mode d'expédition est admis pour les imprimés pliés de façon qu'ils ne puissent se déplier pendant le transport.

2. La moitié droite au moins du recto des imprimés expédiés sous forme de cartes, y compris les cartes illustrées bénéficiant de la taxe réduite, est réservée à l'adresse du destinataire et aux mentions ou étiquettes de service.

ARTICLE 130

Cécogrammes

Peuvent être expédiés comme cécogrammes les lettres cécographiques déposées ouvertes et les clichés portant des signes de la cécographie. Il en est de même des enregistrements sonores et du papier spécial destinés uniquement à l'usage des aveugles, à condition qu'ils soient expédiés par un institut pour aveugles officiellement reconnu ou adressés à un tel institut.

ARTICLE 131

Echantillons de marchandises

1. L'échantillon est un spécimen ou un fragment d'une marchandise qui, offert gratuitement, a pour but de faire connaître et apprécier cette marchandise en vue de la vente et qui n'est pas destiné à l'échange avec un tiers contre un paiement quelconque; cette dernière caractéristique doit être confirmée par la mention «Spécimen gratuit» ou «Echantillon gratuit» (ou son équivalent dans une langue connue dans le Pays de destination) indiquée de manière indélébile sur l'objet lui-même ou sur l'emballage lorsque ce dernier est inséparable de l'objet; cette mention doit également figurer dans la suscription de l'envoi. En cas de doute, l'Administration d'origine peut demander que l'objet soit dénaturé de telle façon qu'il ne se prête plus à la vente normale.

2. Sont admis au tarif des échantillons de marchandises les tubes de sérum et de vaccin et les médicaments d'urgence nécessité qu'il est difficile de se procurer. Toutefois, ces objets ne peuvent être envoyés dans un but commercial que s'ils sont expédiés dans un intérêt général par les laboratoires ou institutions officiellement reconnus. Leur emballage doit être conforme aux dispositions des articles 119 et 122.

ARTICLE 132

Echantillons de marchandises. Annotations autorisées

Il est permis d'indiquer à l'extérieur ou à l'intérieur des envois d'échantillons de marchandises et, dans ce dernier cas, sur l'échantillon même ou sur une feuille spéciale, l'adresse du destinataire et de l'expéditeur avec les indications en usage dans le trafic commercial, une marque de fabrique ou de marchand, une référence à une correspondance échangée entre l'expéditeur et le destinataire, une indication sommaire relative au fabricant et au fournisseur de la marchandise ou concernant la personne à laquelle l'échantillon est destiné, ainsi que des numéros d'ordre ou d'immatriculation, des prix et toutes autres annotations représentant des éléments constitutifs des prix, des indications relatives au poids, au métrage et à la dimension ainsi qu'à la quantité disponible et celles qui sont nécessaires pour préciser la provenance et la nature de la marchandise.

ARTICLE 133

Petits paquets

1. Les petits paquets doivent porter au recto, en caractères très apparents, la mention «Petit paquet» ou son équivalent dans une langue connue dans le Pays de destination.

2. Il est permis d'y insérer une facture ouverte, réduite à ses énoncations constitutives, ainsi qu'une simple copie de la suscription de l'envoi avec mention de l'adresse de l'expéditeur.

3. Le nom et l'adresse de l'expéditeur doivent figurer à l'extérieur des envois.

ARTICLE 134

Envois «Phonopost»

1. Peuvent être expédiés comme envois «Phonopost», les disques phonographiques, les bandes, les fils ou autres matières semblables soumis ou non à un enregistrement sonore. L'expéditeur doit mentionner en caractères très apparents, sur le recto de l'envoi, outre les indications ordinaires, le mot «Phonopost».

2. Il est permis d'insérer dans l'envoi, en une ou plusieurs langues, une notice imprimée relative à la manière de reproduction sonore de l'enregistrement ainsi que, convenablement protégées, des aiguilles devant servir à obtenir la reproduction de l'enregistrement.

ARTICLE 135

Réunion d'objets de catégories différentes dans un seul envoi

1. Peuvent être réunis dans un seul envoi les imprimés et les échantillons de marchandises, à condition que:
 - a) le poids total ne dépasse pas 3 kg par envoi et que le poids des échantillons de marchandises n'excède pas 500 grammes;
 - b) les dimensions de l'envoi ne dépassent pas celles des lettres;
 - c) la taxe payée soit au moins le minimum de taxe des échantillons de marchandises;
 - d) lorsque l'envoi contient des imprimés à taxe réduite, ces imprimés soient soumis néanmoins à la taxe applicable au reste du contenu.
2. Lorsque des objets passibles de taxes différentes sont réunis dans un même envoi, la taxe applicable à ce dernier pour son poids total est celle de la catégorie d'envois dont le tarif est le plus élevé.
3. Le conditionnement et l'emballage des envois visés au § 1 sont réglés par les articles 119 et 122.

TITRE II
ENVOIS RECOMMANDÉS

CHAPITRE UNIQUE

ARTICLE 136

Envois recommandés

1. Les envois recommandés doivent porter au recto, en caractères très apparents, l'en-tête «Recommandé» accompagné, le cas échéant, d'une mention analogue dans la langue du Pays d'origine.
2. Sauf les exceptions ci-après, aucune condition spéciale de forme, de fermeture ou de libellé de l'adresse n'est exigée pour ces envois.
3. Les envois qui portent une adresse écrite au crayon ou constituée par des initiales ne sont pas admis à la recommandation. Toutefois, l'adresse des envois autres que ceux qui sont expédiés sous enveloppe à panneau transparent peut être écrite au crayon-encre.
4. Les envois recommandés doivent être revêtus, à l'angle gauche de la suscription, d'une étiquette conforme au modèle C 4 ci-annexé. Toutefois, il est permis aux Administrations dont le régime intérieur s'oppose actuellement à l'emploi des étiquettes d'ajourner la mise à exécution de cette mesure et d'employer pour la désignation des envois recommandés un timbre reproduisant clairement l'impression des indications de l'étiquette C 4.
5. Les Administrations qui ont adopté dans leur service intérieur le système d'acceptation mécanique des envois recommandés, peuvent, au lieu d'employer l'étiquette C 4 prévue au § 4, imprimer directement sur les envois en question, du côté de la suscription, les indications de service ou coller, au même endroit, une bande reproduisant les mêmes indications.
6. Aucun numéro d'ordre ne doit être porté au recto des envois recommandés par les Administrations intermédiaires.

ARTICLE 137

Avis de réception

1. Les envois dont l'expéditeur demande un avis de réception doivent porter, au recto, en caractères très apparents, la mention «Avis de réception» ou l'empreinte du timbre «A.R.» complétée par la mention «Par avion» lorsque l'expéditeur a demandé l'utilisation de la voie aérienne. L'expéditeur doit indiquer à l'extérieur de l'envoi son nom et son adresse en caractères latins.
2. Les envois visés au § 1 sont accompagnés d'une formule de la consistance d'une carte postale, de couleur rouge clair, conforme au modèle C 5 ci-annexé. Après indication par l'expéditeur de son nom et de son adresse en caractères latins au recto de la formule et autrement qu'au crayon ordinaire, la formule est complétée par le bureau d'origine ou par tout autre bureau à désigner par l'Administration expéditrice puis réunie à l'envoi extérieurement et d'une manière solide; si la formule ne parvient pas au bureau de destination, celui-ci établit d'office un nouvel avis de réception.
3. Lorsque l'expéditeur demande le renvoi par avion de l'avis de réception, le recto de la formule C 5 doit porter, en caractères très apparents, la mention «Renvoi par avion»; une empreinte ou une étiquette «Par

avion» de couleur bleue est de plus apposée sur la formule. La surtaxe acquittée par l'expéditeur pour le renvoi par avion de l'avis de réception, et dont le montant est calculé d'après le poids de la formule, est représentée sur l'envoi avec les autres taxes.

4. Il n'est pas tenu compte du poids de la formule de l'avis de réception pour le calcul de la taxe d'affranchissement.

5. Le bureau de destination renvoie la formule C 5, dûment remplie, à découvert et en franchise de port à l'adresse indiquée par l'expéditeur. Ce renvoi a lieu par le prochain courrier aérien si l'expéditeur a payé les frais y relatifs.

6. Lorsque l'expéditeur réclame un avis de réception qui ne lui est pas parvenu dans des délais normaux, il est procédé conformément à l'article 138. Le bureau d'origine inscrit en tête de la formule C 5 la mention «*Duplicata de l'avis de réception, etc.*».

ARTICLE 138

Avis de réception demandés postérieurement au dépôt

1. Lorsque l'expéditeur demande un avis de réception postérieurement au dépôt de l'envoi, le bureau d'origine remplit une formule C 5 sur laquelle l'intéressé a, au préalable, indiqué au recto son nom et son adresse en caractères latins.

2. Les dispositions particulières adoptées par les Administrations en vertu de l'article 150 pour la transmission des réclamations d'envois recommandés sont applicables aux demandes d'avis de réception formulées postérieurement au dépôt.

3. La formule C 5 est attachée à une réclamation C 9 mentionnée à l'article 150; cette réclamation qui doit être revêtue d'un timbre-poste ou qui doit porter l'indication de la taxe perçue est traitée selon ledit article 150. La formule C 5 reste attachée à la réclamation, à moins que l'envoi n'ait été régulièrement distribué, auquel cas le bureau de destination retire cette formule pour la renvoyer de la manière prescrite à l'article 137, § 5. En cas de demande de renvoi de l'avis de réception par voie aérienne, la formule C 5 doit être traitée comme le prévoit l'article 137, §§ 3 et 5. La taxe payée par l'expéditeur pour le renvoi par avion de l'avis de réception doit être représentée sur la formule C 9.

4. Le bureau de destination qui a reçu une demande par voie télégraphique établit d'office un avis de réception.

ARTICLE 139

Remise en main propre

Les envois recommandés à remettre en main propre doivent porter, au recto, en caractères très apparents, la mention «*A remettre en main propre*» ou la mention équivalente dans une langue connue dans le Pays de destination.

TITRE III OPÉRATIONS AU DÉPART ET A L'ARRIVÉE

CHAPITRE UNIQUE

ARTICLE 140

Application du timbre à date

1. Les envois de la poste aux lettres sont frappés au recto par le bureau d'origine d'une empreinte d'un timbre à date indiquant, en caractères latins, le lieu d'origine et la date du dépôt à la poste. Une mention équivalente, en caractères de la langue du Pays d'origine, peut être ajoutée. Dans les localités pourvues de plusieurs bureaux de poste, le timbre à date doit indiquer quel est le bureau de dépôt.

2. L'application du timbre à date prévu au § 1 n'est pas obligatoire:

- a) pour les envois affranchis au moyen d'empreintes de machines à affranchir si l'indication du lieu d'origine et de la date du dépôt à la poste figure sur ces empreintes;
- b) pour les envois affranchis au moyen d'impressions obtenues à la presse d'imprimerie ou par un autre procédé d'impression;
- c) pour les envois à tarif réduit non recommandés, à condition que le lieu d'origine soit indiqué sur ces envois.

3. Tous les timbres-poste valables pour l'affranchissement doivent être oblitérés.

4. A moins que les Administrations n'aient prescrit l'annulation au moyen d'une griffe spéciale, les timbres-poste non oblitérés par suite d'erreur ou d'omission dans le service d'origine doivent être barrés d'un fort trait à l'encre ou au crayon indélébile par le bureau qui constate l'irrégularité. Ces timbres-poste ne sont en aucun cas frappés du timbre à date.

5. Les envois mal dirigés, sauf ceux à tarif réduit non recommandés, doivent être frappés de l'empreinte du timbre à date du bureau auquel ils sont parvenus par erreur. Cette obligation incombe non seulement aux bureaux sédentaires, mais aussi aux bureaux ambulants, dans la mesure du possible. L'empreinte doit être apposée au verso des envois quand il s'agit de lettres et au recto lorsqu'il s'agit de cartes postales.

6. Le timbrage des envois déposés sur les navires incombe à l'agent des postes ou à l'officier du bord chargé du service ou, à leur défaut, au bureau de poste de l'escale auquel ces envois sont livrés à découvert. Dans ce cas, le bureau les frappe de son timbre à date et y appose la mention «*Navire*», «*Paquebot*» ou toute autre analogue.

7. Le bureau de destination d'une carte postale avec réponse payée peut appliquer son timbre à date du côté gauche du recto de la partie «*Réponse*».

ARTICLE 141

Envois exprès

Les envois à remettre par exprès sont pourvus, à côté de l'indication du lieu de destination, d'une étiquette imprimée de couleur rouge clair portant, en caractères très apparents, la mention «*Exprès*». A défaut d'étiquette, le mot «*Exprès*» doit être inscrit de façon très apparente, en lettres majuscules, à l'encre rouge ou au crayon de couleur rouge.

ARTICLE 142

Envois non affranchis ou insuffisamment affranchis

1. Les envois pour lesquels une taxe doit être perçue postérieurement au dépôt soit du destinataire, soit de l'expéditeur lorsqu'il s'agit d'envois non distribuables, sont frappés du timbre T (taxe à payer) au milieu de la partie supérieure du recto; à côté de l'empreinte de ce timbre, l'Administration d'origine inscrit très lisiblement, dans la monnaie de son Pays, le montant double ou simple, selon le cas, de l'affranchissement manquant et, sous une barre de fraction, celui de sa taxe valable pour le premier échelon de poids des lettres.

2. En cas de réexpédition ou de renvoi, l'application du timbre T ainsi que l'indication, conformément au § 1, des montants sous forme de fraction incombe à l'Administration réexpéditrice. Toutefois, s'il s'agit d'envois provenant de Pays qui appliquent des taxes réduites dans les relations avec l'Administration réexpéditrice, il appartient à l'Administration qui effectue la distribution de déterminer le montant de l'affranchissement manquant.

3. L'Administration de distribution frappe les envois de la taxe à percevoir. Elle détermine cette taxe en multipliant la fraction résultant des données mentionnées au § 1 par le montant, dans sa monnaie nationale, de la taxe applicable dans son service international pour le premier échelon de poids des lettres.

4. Tout envoi ne portant pas l'empreinte du timbre T est considéré comme dûment affranchi et traité en conséquence, sauf erreur évidente.

5. Si la fraction prévue au § 1 n'a pas été indiquée à côté du timbre T par l'Administration d'origine ou par l'Administration réexpéditrice en cas de non-remise, l'Administration de destination a le droit de distribuer l'envoi insuffisamment affranchi sans percevoir de taxe.

6. Il n'est pas tenu compte des timbres-poste et des empreintes d'affranchissement non valables pour l'affranchissement. Dans ce cas, le chiffre zéro (0) est placé à côté de ces timbres-poste ou de ces empreintes qui doivent être encadrés au crayon.

ARTICLE 143

Renvoi des bulletins d'affranchissement (Partie A). Récupération des taxes et des droits

1. Après la livraison au destinataire d'un envoi franc de taxes et de droits, le bureau qui a fait l'avance des frais de douane ou autres pour le compte de l'expéditeur complète en ce qui le concerne, à l'aide de papier carbone, les indications qui figurent au verso des parties A et B du bulletin d'affranchissement. Il transmet au bureau d'origine de l'envoi la partie A accompagnée des pièces justificatives; cette transmission a lieu sous enveloppe fermée, sans indication du contenu. La partie B est conservée par l'Administration de destination de l'envoi en vue du décompte avec l'Administration débitrice.

2. Toutefois, chaque Administration a le droit de faire effectuer, par des bureaux spécialement désignés, le renvoi de la partie A des bulletins d'affranchissement grevés de frais et de demander que cette partie soit transmise à un bureau déterminé.

3. Le nom du bureau auquel la partie A des bulletins d'affranchissement doit être renvoyée est inscrit, dans tous les cas, par le bureau expéditeur de l'envoi au recto de cette partie.

4. Lorsqu'un envoi portant la mention «Franc de taxes et de droits» parvient au service de destination sans bulletin d'affranchissement, le bureau chargé du dédouanement établit un duplicata du bulletin; sur les parties A et B de ce bulletin, il mentionne le nom du Pays d'origine et, autant que possible, la date du dépôt de l'envoi.

5. Lorsque le bulletin d'affranchissement est perdu, après livraison de l'envoi, un duplicata est établi dans les mêmes conditions.

6. Les parties A et B des bulletins d'affranchissement afférents aux envois qui, pour un motif quelconque, sont renvoyés à l'origine doivent être annulées par les soins de l'Administration de destination.

7. A la réception de la partie A d'un bulletin d'affranchissement indiquant les frais déboursés par le service de destination, l'Administration d'origine convertit le montant de ces frais dans sa propre monnaie à un taux qui ne doit pas être supérieur au taux fixé pour l'émission des mandats de poste à destination du Pays correspondant. Le résultat de la conversion est indiqué dans le corps de la formule et sur le coupon latéral. Après avoir recouvré le montant des frais, le bureau désigné à cet effet remet à l'expéditeur le coupon du bulletin et, le cas échéant, les pièces justificatives.

ARTICLE 144

Envoyos réexpédiés

1. Les envois adressés à des destinataires ayant changé de résidence sont considérés comme adressés directement du lieu d'origine au lieu de la nouvelle destination.

2. Les envois non ou insuffisamment affranchis pour leur premier parcours sont frappés de la taxe qui leur aurait été appliquée s'ils avaient été adressés directement du point d'origine au lieu de la destination nouvelle.

3. Les envois régulièrement affranchis pour leur premier parcours et dont le complément de taxe afférent au parcours ultérieur n'a pas été acquitté avant leur réexpédition, sont frappés de la taxe prévue à l'article 22, § 1, de la Convention, laquelle taxe, cependant, est établie en fonction du montant simple de la différence entre la taxe d'affranchissement déjà acquittée et celle qui aurait été perçue si ces envois avaient été expédiés primitivement sur leur nouvelle destination. Le même procédé s'applique aux envois réexpédiés par la voie aérienne en ce qui concerne la surtaxe aérienne pour le parcours ultérieur.

4. Les envois primitivement adressés à l'intérieur d'un Pays et dûment affranchis selon le régime intérieur sont considérés comme des envois régulièrement affranchis pour leur premier parcours.

5. Les envois ayant circulé primitivement en franchise postale dans l'intérieur d'un Pays sont frappés de la taxe prévue à l'article 22, § 1, de la Convention, laquelle taxe, cependant, est établie en fonction du montant simple de la taxe d'affranchissement qui aurait dû être acquittée si ces envois avaient été adressés directement du point d'origine au lieu de la destination nouvelle.

6. Lors de la réexpédition, le bureau réexpéditeur applique son timbre à date au recto des envois sous forme de cartes et au verso de toutes les autres catégories d'envois.

7. Les envois ordinaires ou recommandés qui sont renvoyés aux expéditeurs pour qu'ils en complètent ou en rectifient l'adresse, ne sont pas considérés, lors de leur remise dans le service, comme des envois réexpédiés; ils sont traités comme de nouveaux envois et deviennent, par suite, passibles d'une nouvelle taxe.

8. Les droits de douane et les autres droits dont l'annulation n'a pu être obtenue à la réexpédition ou en renvoi à l'origine (article 146) sont recouvrés, par voie de remboursement, sur l'Administration de la nouvelle destination. Dans ce cas, l'Administration de la destination primitive joint à l'envoi une note explicative et un mandat de remboursement (modèle R 3 de l'Arrangement concernant les envois contre remboursement). Si le service de remboursement n'existe pas dans les relations entre les Administrations intéressées, les droits en cause sont recouvrés par voie de correspondance.

9. Si l'essai de remise d'un envoi exprès à domicile par un porteur spécial est resté infructueux, le bureau réexpéditeur doit barrer l'étiquette ou la mention «Exprès» par deux forts traits transversaux.

ARTICLE 145

Réexpédition collective des envois de la poste aux lettres

1. Les envois ordinaires à réexpédier à une même personne ayant changé de résidence peuvent être insérés dans des enveloppes spéciales conformes au modèle C 6 ci-annexé, fournies par les Administrations et sur lesquelles doivent seuls être inscrits le nom et la nouvelle adresse du destinataire. En outre, lorsque la quantité d'envois à réexpédier collectivement le justifie, un sac peut être employé. Dans ce cas, les détails requis doivent être inscrits sur une étiquette spéciale, fournie par l'Administration et imprimée, en général, d'après le même modèle que l'enveloppe C 6.

2. Il ne peut être inséré dans ces enveloppes ou sacs des envois à soumettre au contrôle douanier, ni des envois dont la forme, le volume et le poids risqueraient d'occasionner des déchirures.

3. L'enveloppe ou le sac doit être présenté ouvert au bureau réexpéditeur pour lui permettre de percevoir, s'il y a lieu, les compléments de taxe dont les envois y insérés pourraient être passibles ou d'indiquer sur ces envois la taxe à percevoir à l'arrivée lorsque le complément d'affranchissement n'est pas acquitté. Après vérification, le bureau réexpéditeur ferme l'enveloppe ou le sac et applique sur l'enveloppe ou sur l'étiquette, le cas échéant, le timbre T pour indiquer que des taxes doivent être perçues sur tout ou partie des envois insérés dans l'enveloppe ou le sac.

4. A l'arrivée à destination, l'enveloppe ou le sac peut être ouvert et son contenu vérifié par le bureau distributeur qui perçoit, s'il y a lieu, les compléments de taxe non acquittés.

5. Les envois ordinaires adressés soit aux marins et aux passagers embarqués sur un même navire, soit à des personnes prenant part à un voyage collectif, peuvent être traités également comme aux §§ 1 à 4. Dans ce cas, les enveloppes ou les étiquettes de sac doivent porter l'adresse du navire (de l'agence de navigation ou de voyage, etc.) auquel les enveloppes ou les sacs doivent être remis.

ARTICLE 146

Envois non distribuables

1. Avant de renvoyer à l'Administration d'origine les envois non distribués pour un motif quelconque, le bureau de destination doit indiquer d'une manière claire et concise, en langue française, et autant que possible au recto de ces envois, la cause de la non-remise sous la forme suivante: inconnu, refusé, en voyage, parti, non réclamé, décédé, etc. En ce qui concerne les cartes postales et les imprimés sous forme de cartes, la cause de la non-remise est indiquée sur la moitié droite du recto.

2. Cette indication est fournie par l'application d'un timbre ou l'apposition d'une étiquette. Chaque Administration a la faculté d'ajouter la traduction, dans sa propre langue, de la cause de la non-remise et les autres indications qui lui conviennent. Dans les relations avec les Administrations qui se sont déclarées d'accord, ces indications peuvent se faire en une seule langue convenue. De même, les inscriptions manuscrites relatives à la non-remise faites par les agents ou par les bureaux de poste peuvent, dans ce cas, être considérées comme suffisantes.

3. Le bureau de destination doit barrer les indications de lieu qui le concernent et porter au recto de l'envoi la mention «Retour» à côté de l'indication du bureau d'origine. Il doit, en outre, appliquer son timbre à date au verso des lettres et au recto des cartes postales.

4. Le renvoi des envois non distribuables se fait soit isolément, soit en une laisse spéciale étiquetée «Envois non distribuables». Toute Administration peut demander, par l'intermédiaire du Bureau international, que les envois non distribuables soient transmis à un bureau spécialement désigné par elle.

5. Les envois recommandés non distribuables sont renvoyés au bureau d'échange du Pays d'origine comme s'il s'agissait d'envois recommandés à diriger sur ce Pays.

6. Les envois non distribuables du régime intérieur qui, pour être restitués aux expéditeurs, doivent être envoyés à l'étranger, sont traités d'après l'article 144. Il en est de même des envois du régime international dont l'expéditeur a transféré sa résidence dans un autre Pays.

7. Les envois pour des tiers, adressés aux soins d'un consul et rendus par celui-ci au bureau de poste comme non réclamés, doivent être traités comme non distribuables. En aucun cas, ils ne doivent être considérés comme de nouveaux envois soumis à affranchissement.

8. Les envois pour des personnes, adressés à des hôtels ou à des logements et restitués au bureau de poste en raison de l'impossibilité de les remettre aux destinataires, sont soumis au traitement prévu au § 7.

ARTICLE 147

Retrait. Modification d'adresse

1. Toute demande de retrait d'envois ou de modification d'adresse donne lieu à l'établissement, par l'expéditeur, d'une formule conforme au modèle C 7 ci-annexé; une seule formule peut être utilisée pour plusieurs envois remis simultanément au même bureau par le même expéditeur à l'adresse du même destinataire. En remettant cette demande au bureau de poste, l'expéditeur doit justifier de son identité et produire, s'il y a lieu, le récépissé de dépôt. Après la justification dont l'Administration du Pays d'origine assume la responsabilité, il est procédé de la manière suivante:

a) si la demande est destinée à être transmise par voie postale, la formule, accompagnée d'un fac-similé parfait de l'enveloppe ou de la suscription de l'envoi, est expédiée directement, sous plis recommandé, au bureau de destination;

b) si la demande doit être faite par voie télégraphique, la formule est déposée au service télégraphique chargé d'en transmettre les termes au bureau de poste de destination.

2. A la réception de la formule C 7 ou du télégramme en tenant lieu, le bureau destinataire recherche l'envol signalé et donne à la demande la suite nécessaire.

3. La suite que le bureau de destination a donnée à toute demande de retrait ou de modification d'adresse est communiquée immédiatement, au moyen de la partie « réponse » de la formule C 7, au bureau d'origine qui prévient le réclamant. Il en est de même dans les cas ci-après:

- recherches infructueuses,
- envoi déjà remis au destinataire,
- demande par voie télégraphique insuffisamment explicite pour permettre de reconnaître sûrement l'envol,
- envoi confisqué, détruit ou saisi.

4. Toute Administration peut demander, par une notification adressée au Bureau international, que l'échange des demandes, en ce qui la concerne, soit effectué par l'entremise de son Administration centrale ou d'un bureau spécialement désigné; ladite notification doit comporter le nom de ce bureau.

5. Si l'échange des demandes s'effectue par l'entremise des Administrations centrales, il doit être tenu compte des demandes expédiées directement par les bureaux d'origine aux bureaux de destination, dans ce sens que les envois y relatifs sont exclus de la distribution jusqu'à l'arrivée de la demande de l'Administration centrale.

6. Les Administrations qui usent de la faculté prévue au § 4 prennent à leur charge les frais que peut entraîner la transmission, dans leur service intérieur, par voie postale ou télégraphique, des communications à échanger avec le bureau de destination. Le recours à la voie télégraphique est obligatoire lorsque l'expéditeur a lui-même fait usage de cette voie et que le bureau de destination ne peut pas être prévenu en temps utile par la voie postale.

ARTICLE 148

Retrait. Modification d'adresse. Envois déposés dans un Pays autre que celui qui reçoit la demande

1. Tout bureau qui reçoit une demande de retrait ou de modification d'adresse introduite conformément à l'article 26, § 2, de la Convention vérifie l'identité de l'expéditeur de l'envol. Il transmet la formule C 7, accompagnée s'il y a lieu du récépissé de dépôt, au bureau d'origine ou de destination de l'envol, suivant que ce dernier est un envoi recommandé ou un envoi ordinaire. Il s'assure notamment que l'adresse de l'expéditeur figure bien à l'endroit prévu à cette fin sur la formule C 7 afin de pouvoir, le moment venu, communiquer à cet expéditeur la suite donnée à sa demande ou, selon le cas, lui restituer l'envoi faisant l'objet du retrait.

2. Toute demande télégraphique introduite dans les conditions prévues au § 1 est adressée directement au bureau de destination de l'envol. Si elle se rapporte à un envoi recommandé, elle doit être confirmée par écrit, par le bureau d'origine de l'envol, au moyen de la formule C 7 portant en tête, soulignée au crayon de couleur, la mention « Confirmation de la demande télégraphique du ... ». Le bureau de destination retient l'envoi recommandé jusqu'à la réception de cette confirmation.

3. Pour permettre de prévenir l'expéditeur, le bureau de destination de l'envoi informe le bureau qui reçoit la demande de la suite qui lui a été donnée. Toutefois, lorsqu'il s'agit d'un envoi recommandé, cette information doit passer par le bureau d'origine de l'envoi. En cas de retrait, l'envoi retiré est annexé à cette information.

4. L'article 147 est applicable, par analogie, au bureau qui reçoit la demande et à son Administration.

ARTICLE 149

Réclamations. Envois ordinaires

1. Toute réclamation relative à un envoi ordinaire donne lieu à l'établissement d'une formule conforme au modèle C 8 ci-annexé qui doit être accompagnée, autant que possible, d'un fac-similé de la suscription de l'envoï rédigé sur une petite feuille de papier mince.

2. Le bureau qui reçoit la réclamation transmet directement cette formule, d'office et par la voie la plus rapide (aérienne ou de surface) sans lettre d'envol et sous enveloppe fermée, au bureau correspondant. Celui-ci, après avoir recueilli les renseignements nécessaires auprès du destinataire ou de l'expéditeur, selon le cas, renvoie d'office la formule sous enveloppe fermée et par la voie la plus rapide (aérienne ou de surface) au bureau qui l'a établie.

3. Si la réclamation est reconnue fondée, ce dernier bureau fait parvenir la formule à son Administration centrale en vue des investigations ultérieures.

4. Une seule formule peut être utilisée pour plusieurs envois remis simultanément au même bureau par le même expéditeur à l'adresse du même destinataire.

5. Toute Administration peut demander, par une notification adressée au Bureau International, que les réclamations qui concernent son service soient transmises à son Administration centrale ou à un bureau spécialement désigné.

6. La formule C 8 doit être renvoyée à l'Administration d'origine de l'envoi réclamé selon les conditions prévues à l'article 150, § 9.

ARTICLE 150

Réclamations. Envois recommandés

1. Toute réclamation relative à un envoi recommandé est établie sur une formule conforme au modèle C 9 ci-annexé qui doit être accompagnée, autant que possible, d'un fac-similé de la suscription de l'envoi rédigé sur une petite feuille de papier mince.

2. Si la réclamation concerne un envoi contre remboursement, elle doit être accompagnée, en outre, d'un duplicita de mandat R 3 de l'Arrangement concernant les envois contre remboursement ou d'un bulletin de versement, selon le cas.

3. Une seule formule peut être utilisée pour plusieurs envois remis simultanément au même bureau par le même expéditeur et expédiés par la même voie à l'adresse du même destinataire.

4. La réclamation, pourvue des données d'acheminement, est transmise de bureau à bureau, en suivant la même voie que l'envoi; cette transmission a lieu d'office sans lettre d'envoi et sous enveloppe fermée et toujours par la voie la plus rapide (aérienne ou de surface). Si l'Administration de destination est en état de fournir les renseignements sur le sort définitif de l'envoi, elle complète la formule au tableau 3 et la renvoie d'office et par la voie la plus rapide (aérienne ou de surface) au bureau d'origine. En cas de livraison retardée, le motif du retard est indiqué succinctement sur la formule C 9.

5. L'Administration qui ne peut établir ni la remise au destinataire, ni la transmission régulière à une autre Administration, ordonne immédiatement l'enquête nécessaire. Elle consigne sa décision concernant la responsabilité au tableau 4 de la formule C 9. Cette formule, dûment complétée, est renvoyée par la voie la plus rapide (aérienne ou de surface) à l'Administration centrale du Pays d'origine.

6. Toute Administration peut demander, par une notification adressée au Bureau International, que les réclamations qui concernent son service soient transmises, dûment pourvues des données d'acheminement, à son Administration centrale ou à un bureau spécialement désigné.

7. Si l'Administration d'origine ou l'Administration de destination la demande, la réclamation est transmise directement du bureau d'origine au bureau de destination.

8. Si une réclamation n'a pas fait retour dans un délai convenable, un duplicita de la formule C 9, muni des données d'acheminement, peut être adressé à l'Administration centrale du Pays de destination, mais au plus tôt un mois après l'expédition de la réclamation originale. La mention «*Duplicata*» et la date d'expédition de la réclamation originale doivent être portées bien visiblement sur le duplicita.

9. La formule C 9 et les pièces y annexées doivent, dans tous les cas, faire retour à l'Administration d'origine de l'envoi réclamé, dans le plus bref délai et au plus tard dans un délai de cinq mois à partir de la date de la réclamation.

10. Les dispositions qui précèdent ne s'appliquent pas aux cas de spoliation de dépêche, manque de dépêche ou autres cas semblables qui comportent un échange de correspondances plus étendu entre les Administrations.

ARTICLE 151

Demandes de renseignements

Les demandes de renseignements relatives à des envois ordinaires ou recommandés sont traitées suivant les règles fixées respectivement aux articles 149 et 150.

ARTICLE 152

Réclamations et demandes de renseignements concernant des envois déposés dans un autre Pays

1. Dans les cas prévus à l'article 35, § 3, de la Convention, les formules C 8 et C 9 concernant les réclamations ou les demandes de renseignements sont transmises à l'Administration d'origine. La formule C 9 doit être accompagnée du récépissé de dépôt.

2. L'Administration d'origine doit être mise en possession de la formule dans les délais prévus à l'article 35 de la Convention.

TITRE IV
ÉCHANGE DES ENVOIS. DÉPÈCHES

CHAPITRE UNIQUE

ARTICLE 153.

Feuilles d'avis

1. Une feuille d'avis, conforme au modèle C 12 ci-annexé, accompagne chaque dépêche. Elle est placée sous enveloppe de couleur bleue portant, en caractères très apparents, la mention «Feuille d'avis».

2. Le bureau expéditeur remplit la feuille d'avis avec tous les détails qu'en comporte la contexture et en tenant compte des dispositions suivantes:

- a) Tableau I: la présence d'envois ordinaires exprès ou avion est signalée par un trait soulignant la mention correspondante;
 - b) Tableau II: sauf entente spéciale, les bureaux expéditeurs ne numérotent pas les feuilles d'avis lorsque les dépêches sont formées une seule fois tous les jours. Ils les numérotent dans tous les autres cas d'après une série annuelle pour chaque bureau de destination. Chaque dépêche doit alors porter un numéro distinct, même s'il s'agit d'une dépêche supplémentaire empruntant la même voie ou le même navire que la dépêche ordinaire. A la première expédition de chaque année, la feuille doit porter, outre le numéro d'ordre de la dépêche, celui de la dernière dépêche de l'année précédente. Si une dépêche est supprimée, le bureau expéditeur porte sur le tableau II de la feuille d'avis, à côté du numéro de la dépêche, la mention «dernière dépêche». Le nom du navire qui transporte la dépêche ou l'abréviation officielle correspondant à la ligne aérienne à emprunter sont indiqués lorsque le bureau expéditeur est à même de les connaître. En outre, les Administrations peuvent s'entendre pour que seuls les sacs munis d'étiquettes rouges acheminés par voie de surface soient inscrits sur les feuilles d'avis;
 - c) Tableau III: il peut être fait usage d'une ou de plusieurs listes spéciales conformes au modèle C 13 ci-annexé soit pour remplacer le tableau V, soit pour servir comme supplément à la feuille d'avis. L'emploi de listes spéciales est obligatoire si l'Administration de destination en fait la demande. Les listes dont il s'agit doivent indiquer le même numéro d'ordre que celui qui est mentionné sur la feuille d'avis de la dépêche correspondante. Lorsque plusieurs listes spéciales sont employées, elles doivent en outre être numérotées d'après une série propre à chaque dépêche. Le nombre des envois recommandés qui peuvent être inscrits sur une seule et même liste spéciale est limité au nombre que comporte la contexture de la formule;
 - d) Tableau IV: le cas échéant, le nombre des sacs vides appartenant à une Administration autre que celle à laquelle la dépêche est adressée doit être mentionné séparément avec indication de cette Administration. Sont, en outre, mentionnées au tableau IV les lettres de service ouvertes et les communications ou recommandations diverses du bureau expéditeur ayant trait au service d'échange. Lorsque deux Administrations appliquent entre elles les dispositions du § 2, lettre b), in fine, relatives à la seule inscription, au tableau II de la feuille d'avis, des sacs munis de l'étiquette rouge, le nombre des sacs employés pour la confection de la dépêche et le nombre des sacs vides appartenant à l'Administration de destination ne doivent pas être indiqués au tableau IV;
 - e) Tableau V: ce tableau est destiné à l'inscription des envois recommandés lorsqu'il n'est pas exclusivement fait usage de listes spéciales. Si les Administrations correspondantes se sont entendues pour l'inscription globale des envois recommandés sur les feuilles d'avis, le nombre total de ces envois doit être indiqué en chiffres et en toutes lettres. Lorsque la dépêche ne contient pas d'envois recommandés, la mention «Néant» est portée au tableau V;
 - f) Tableau VI; ce tableau est destiné à l'inscription des dépêches en transit peu importantes qui sont placées dans le sac du bureau d'échange réexpédiant le courrier.
3. Les Administrations peuvent s'entendre pour créer d'autres tableaux ou rubriques sur la feuille d'avis lorsqu'elles le jugent nécessaire. Elles peuvent, notamment, disposer les tableaux V et VI conformément à leurs besoins.
4. Lorsqu'un bureau d'échange n'a aucun envoi à livrer à un bureau correspondant et que, dans les relations entre les Administrations intéressées, les feuilles d'avis ne sont pas numérotées par application du § 2, lettre b), ce bureau se borne à envoyer une feuille d'avis négative dans la prochaine dépêche.
5. Quand les dépêches closes doivent être acheminées par des navires dépendant de l'Administration intermédiaire mais que celle-ci n'utilise pas régulièrement pour ses propres transports, le poids des lettres et des autres envois doit être indiqué sur l'étiquette de ces dépêches lorsque l'Administration chargée d'assurer l'embarquement le demande.

ARTICLE 154

Transmission des envois recommandés

1. Les envois recommandés et, s'il y a lieu, les listes spéciales prévues à l'article 153, § 2, sont réunis en un ou plusieurs paquets ou sacs distincts qui doivent être convenablement enveloppés ou fermés et cachetés ou plombés de manière à en préserver le contenu. Les scellés peuvent aussi consister en métal léger ou en matière plastique. Les empreintes des cachets, des plombs ou des scellés doivent reproduire, en caractères latins très lisibles, le nom du bureau d'origine ou une indication suffisante pour permettre d'identifier ce bureau. Les envois recommandés sont classés dans chaque paquet d'après leur ordre d'inscription. Quand on emploie une ou plusieurs listes spéciales, chacune d'elles est enliassée avec les envois recommandés auxquels elle se rapporte et placée après le premier envoi de la liasse. En cas d'utilisation de plusieurs sacs, chacun d'eux doit contenir une liste spéciale sur laquelle sont inscrits les envois qu'il renferme.

2. Sous réserve d'entente entre les Administrations intéressées et lorsque le volume des envois recommandés le permet, ces envois peuvent être insérés dans l'enveloppe spéciale contenant la feuille d'avis. Cette enveloppe doit être cachetée.

3. En aucun cas, les envois recommandés ne peuvent être insérés dans la même liasse que les envois ordinaires.

4. Sous réserve d'entente entre les Administrations, les envois recommandés, autres que les lettres et les cartes postales, expédiés dans des sacs distincts, peuvent être accompagnés de listes spéciales sur lesquelles ils sont inscrits globalement.

5. Autant que possible, un même sac ne doit pas comprendre plus de 600 envois recommandés.

6. L'enveloppe spéciale contenant la feuille d'avis est attachée extérieurement, par un croisé de ficelle, au paquet d'envois recommandés; lorsque les envois recommandés sont renfermés dans un sac, ladite enveloppe est fixée au col de ce sac.

7. S'il y a plus d'un paquet ou sac d'envois recommandés, chacun des paquets ou sacs supplémentaires est muni d'une étiquette indiquant la nature du contenu.

ARTICLE 155

Transmission des envois exprès

1. Les envois exprès ordinaires sont réunis en une liasse spéciale munie d'une étiquette portant, en caractères très apparents, la mention «Exprès» et insérés, par les bureaux d'échange, dans l'enveloppe contenant la feuille d'avis qui accompagne la dépêche.

2. Toutefois, si cette enveloppe doit être fixée au col du sac des envois recommandés (article 154, § 6), la liasse des envois exprès est placée dans le sac extérieur. La présence, dans la dépêche, des envois de l'espèce est alors annoncée par une fiche placée dans l'enveloppe contenant la feuille d'avis. La même procédure est suivie lorsque les envois exprès n'ont pu être joints à la feuille d'avis en raison de leur nombre, de leur forme ou de leurs dimensions.

3. Les envois exprès recommandés sont classés, à leur ordre, parmi les autres envois recommandés et la mention «Exprès» est portée dans la colonne «Observations» du tableau V de la feuille d'avis ou des listes spéciales, en regard de l'inscription de chacun d'eux. En cas d'inscription globale, la présence d'envois recommandés à remettre par exprès est signalée simplement par la mention «Exprès» au tableau V de la feuille d'avis.

ARTICLE 156

Confection des dépêches

1. En règle générale, les envois sont classés et enliassés par catégories, les lettres et les cartes postales étant comprises dans la même liasse et les journaux et écrits périodiques devant faire l'objet de lasses distinctes de celles des imprimés ordinaires. Les lasses sont désignées par des étiquettes conformes au modèle C 30 ci-annexé et portant l'indication du bureau de destination ou du bureau réexpéditeur des envois insérés dans les lasses. Les envois susceptibles d'être enliassés doivent être disposés dans le sens de l'adresse. Les envois affranchis sont séparés de ceux qui ne le sont pas ou le sont insuffisamment et les étiquettes de lasses d'envois non ou insuffisamment affranchis sont frappées du timbre T.

2. Les lettres portant des traces d'ouverture, de détérioration ou d'avarie doivent être munies d'une mention du fait et frappées du timbre à date du bureau qui l'a constaté.

3. Les mandats de poste expédiés à découvert sont réunis en une liasse distincte qui doit être insérée dans un paquet ou un sac contenant des envois recommandés et éventuellement dans le paquet ou le sac avec valeurs déclarées. Si la dépêche ne comprend ni envois recommandés ni valeurs déclarées, les mandats sont placés dans l'enveloppe contenant la feuille d'avis ou enliassés avec celle-ci.

4. Les dépêches sont renfermées dans des sacs dont le nombre doit être réduit au strict minimum. Ces sacs sont convenablement clos, cachetés ou plombés et étiquetés. Les scellés peuvent aussi être en métal léger ou en matière plastique. Toutefois, dans les relations entre les Administrations qui se sont mises d'accord à ce sujet, les sacs renfermant uniquement des envois AO non recommandés peuvent ne pas être cachetés ou plombés. Lorsqu'il est fait usage de ficelle, celle-ci, avant d'être nouée, doit être passée deux fois autour du col, de manière qu'un des deux bouts soit tiré par-dessous les enroulements (voir l'illustration figurant à la fin des formules annexées au Règlement). Les empreintes des cachets, des plombs ou des scellés doivent reproduire, en caractères latins très lisibles, le nom du bureau d'origine ou une indication suffisante pour permettre de déterminer ce bureau.

5. Les étiquettes des dépêches doivent être en toile, carton fort muni d'un œillet, parchemin ou en papier collé sur une planchette. Leur conditionnement et leur texte doivent être conformes au modèle C 28 ci-annexé. Dans les relations entre bureaux limitrophes, il peut être fait usage d'étiquettes en papier fort; celles-ci doivent toutefois avoir une consistance suffisante pour résister aux diverses manipulations imposées aux dépêches en cours d'acheminement. Les étiquettes sont confectionnées dans les couleurs suivantes:

- a) en rouge vermillon, pour les sacs contenant des envois recommandés et la feuille d'avis même si celle-ci est négative;
- b) en blanc, pour les sacs ne contenant que des envois ordinaires des catégories ci-après:
 - lettres et cartes postales expédiées par voie de surface et aérienne,
 - journaux et écrits périodiques expédiés par voie de surface seulement, à l'exception de ceux qui sont renvoyés à l'expéditeur;
- c) en bleu clair, pour les sacs contenant exclusivement les envois ordinaires qui ne sont pas inclus dans les sacs munis d'une étiquette blanche;
- d) en vert, pour les sacs contenant seulement des sacs vides renvoyés à l'origine.

6. Les sacs contenant des envois ordinaires mixtes (lettres, cartes postales et autres envois) doivent être munis de l'étiquette blanche.

7. La mention «journaux et écrits périodiques» ou l'indication «Jx» doit être portée sur l'étiquette blanche des sacs acheminés par voie de surface, lorsque ces sacs ne contiennent que des envois de cette catégorie.

8. L'emploi d'étiquettes de couleur rouge vermillon, blanche, bleu clair et verte est obligatoire.

9. Une étiquette blanche peut être également utilisée conjointement avec une fiche de 5×3 centimètres de l'une des couleurs visées au § 5.

10. Les étiquettes portent l'indication imprimée en petits caractères latins du nom du bureau expéditeur et, en caractères latins gras, du nom du bureau de destination, précédés respectivement des mots «de» et «pour», ainsi que l'indication de la voie de transmission et, si les dépêches empruntent la voie maritime, le nom du paquebot. Le nom du bureau de destination est également imprimé en petits caractères, dans le sens vertical, de chaque côté de l'œillet de l'étiquette. Dans les échanges entre les Pays éloignés non effectués par des services maritimes directs et dans les relations avec d'autres Pays qui le demandent expressément, ces indications sont complétées par la mention de la date d'expédition, du numéro de l'envol et du port de débarquement.

11. Chaque sac dans lequel sont insérées une ou plusieurs lettres contenant des matières biologiques périssables dangereuses au sens de l'article 120, lettre a), doit être muni d'une fiche de signalisation de couleur et de présentation semblables à celles des étiquettes prévues à l'article 120, mais de format augmenté de la place nécessaire à la fixation de l'œillet. Outre le symbole particulier aux envois de matières biologiques périssables, cette fiche porte les mentions: «Matières biologiques périssables» et «Dangereux en cas d'endommagement».

12. Les sacs doivent indiquer d'une façon lisible, en caractères latins, le bureau ou le Pays d'origine et porter la mention «Postes» ou toute autre analogue les signalant comme dépêches postales.

13. Les bureaux intermédiaires ne doivent porter aucun numéro d'ordre sur les étiquettes des sacs ou des paquets de dépêches closes en transit.

14. Sauf entente spéciale, les dépêches peu volumineuses ou négatives sont simplement enveloppées de papier fort de manière à éviter toute détérioration du contenu, puis ficelées, cachetées, plombées ou munies de scellés en métal léger ou en matière plastique. En cas de fermeture au moyen de plombs ou de scellés en métal léger ou en matière plastique, ces dépêches doivent être conditionnées de telle façon que la ficelle ne puisse pas être détachée. Lorsqu'elles ne contiennent que des envois ordinaires, elles peuvent être fermées au moyen de cachets gommés portant l'indication imprimée du bureau ou de l'Administration expéditrice. Les Administrations peuvent s'entendre en vue d'utiliser la même fermeture pour les dépêches contenant des envois

recommandés qui, en raison de leur petit nombre, sont transportés en paquets ou sous enveloppes. Les suscriptions des paquets et des enveloppes doivent correspondre, en ce qui concerne les indications imprimées et les couleurs, aux dispositions prévues aux §§ 4 à 13 pour les étiquettes des sacs de dépêches.

15. Lorsque le nombre ou le volume des envois exige l'emploi de plus d'un sac, des sacs distincts doivent, autant que possible, être utilisés:

- a) pour les lettres et les cartes postales;
- b) pour les autres envois; le cas échéant, des sacs distincts doivent encore être utilisés pour les petits paquets; les étiquettes de ces derniers sacs portent la mention «Petits paquets».

16. Le paquet ou le sac des envois recommandés, réuni avec la feuille d'avis de la façon prévue à l'article 154, § 6, est placé dans un des sacs de lettres ou dans un sac spécial; le sac extérieur doit porter, en tout cas, l'étiquette rouge. Lorsqu'il y a plus d'un sac d'envois recommandés, les sacs supplémentaires peuvent être expédiés à découvert munis de l'étiquette rouge.

17. L'étiquette du sac ou du paquet renfermant la feuille d'avis, même si celle-ci est négative, est toujours revêtue de la lettre F tracée d'une manière apparente et peut comporter l'indication du nombre de sacs composant la dépêche.

18. Conformément au § 5, une étiquette rouge ne doit être employée que si le sac contient des envois recommandés ou la feuille d'avis même si celle-ci est négative.

19. Le poids de chaque sac ne doit en aucun cas dépasser 30 kilogrammes.

20. Les bureaux d'échange insèrent autant que possible, dans leurs propres dépêches pour un bureau déterminé, toutes les dépêches de petites dimensions (paquets ou sacs) qui leur parviennent pour ce bureau.

21. Tous les imprimés à l'adresse du même destinataire et pour la même destination peuvent être renfermés dans un ou plusieurs sacs spéciaux. En plus des étiquettes réglementaires qui dans ce cas sont revêtues de la lettre M, ces sacs doivent être munis d'étiquettes spéciales, fournies par l'expéditeur des envois et indiquant tous les renseignements concernant le destinataire des envois. Sauf avis contraire, les sacs spéciaux dont il s'agit peuvent contenir des envois recommandés; ces derniers sont inscrits sur une liste spéciale C 13 et séparés des autres envois compris dans la dépêche. L'étiquette des sacs spéciaux renfermant des envois à soumettre au contrôle douanier doit être obligatoirement revêtue de l'étiquette verte C 1 prévue à l'article 117, § 1.

ARTICLE 157

Remise des dépêches

1. Sauf entente spéciale entre les Administrations intéressées, la remise des dépêches entre deux bureaux correspondants s'effectue au moyen d'un bordereau de livraison conforme au modèle C 18 ci-annexé. Ce bordereau est établi en deux exemplaires. Le premier est destiné au bureau réceptionnaire, le deuxième au bureau cédant. Le bureau réceptionnaire donne décharge sur le deuxième exemplaire du bordereau de livraison.

2. Lorsque la remise des dépêches entre deux bureaux correspondants a lieu par l'entremise d'un service transporteur, un troisième exemplaire du bordereau de livraison peut être établi pour ce service. Dans ce cas, il est prévu que la décharge est donnée par le service transporteur sur le deuxième et par le bureau réceptionnaire sur le troisième exemplaire.

3. En raison de leur organisation intérieure, certaines Administrations peuvent demander que des bordereaux C 18 distincts soient établis pour les dépêches de la poste aux lettres d'une part et pour les colis postaux d'autre part.

4. Lorsque la remise des dépêches entre deux bureaux correspondants a lieu par l'entremise d'un service maritime, le bureau d'échange d'origine peut établir un quatrième exemplaire que lui renvoie le bureau d'échange de destination après l'avoir approuvé. Dans ce cas, les troisième et quatrième exemplaires accompagnent les dépêches.

5. Seuls les sacs et les paquets signalés par des étiquettes rouges, qui doivent à leur livraison être soumis à une vérification complète de leur fermeture et de leur conditionnement, sont inscrits en détail sur le bordereau de livraison C 18. Quant aux autres sacs et paquets dont la vérification est facultative, ils sont inscrits globalement par catégorie sur le bordereau précité et chaque catégorie est remise en bloc. Les Administrations intéressées peuvent cependant s'entendre pour que seuls les sacs et les paquets signalés par des étiquettes rouges soient inscrits sur le bordereau de livraison.

6. Les dépêches doivent être livrées en bon état. Cependant, une dépêche ne peut pas être refusée pour cause d'avarie ou de spoliation. Lorsqu'une dépêche est reçue en mauvais état par un bureau intermédiaire, elle doit être mise telle quelle sous nouvel emballage. Les irrégularités sont signalées par un bulletin de vérification aux bureaux d'origine et de destination de la dépêche ainsi que, le cas échéant, au dernier bureau intermédiaire qui a transmis la dépêche en mauvais état. Le bureau qui effectue le remballage doit porter les indications de l'étiquette originale sur la nouvelle étiquette et apposer sur celle-ci une empreinte de son timbre à date, précédée de la mention «Remballé à ...».

ARTICLE 158

Vérification des dépêches

1. Lorsqu'un bureau intermédiaire doit procéder au remballage d'une dépêche, il en vérifie le contenu s'il présume que celui-ci n'est pas resté intact. Il établit un bulletin de vérification conforme au modèle C 14 ci-annexé en se conformant aux §§ 4 à 6. Ce bulletin est envoyé au bureau d'échange d'où la dépêche a été reçue; une copie en est adressée au bureau d'origine et une autre est insérée dans la dépêche remballée.

2. Le bureau de destination vérifie si la dépêche est au complet et si les inscriptions de la feuille d'avis et, le cas échéant, des listes spéciales d'envois recommandés sont exactes. En cas de manque d'une dépêche ou d'un ou plusieurs sacs en faisant partie, d'envois recommandés, d'une feuille d'avis, d'une liste spéciale d'envois recommandés, ou lorsqu'il s'agit de toute autre irrégularité, le fait est constaté immédiatement par deux agents. Ceux-ci font les rectifications nécessaires sur les feuilles ou listes en ayant soin, le cas échéant, de biffer les indications erronées, mais de manière à laisser lisibles les inscriptions primitives. A moins d'une erreur évidente, les rectifications prévalent sur la déclaration originale.

3. Lorsqu'un bureau reçoit des feuilles d'avis ou des listes spéciales qui ne lui sont pas destinées, il envoie ces documents au bureau de destination ou, si sa réglementation le prescrit, des copies certifiées conformes.

4. Les faits constatés sont signalés, au moyen d'un bulletin de vérification établi en double exemplaire, au bureau d'origine de la dépêche et, en cas de manquant réel, au dernier bureau intermédiaire, par le premier courrier utilisable après vérification complète de la dépêche. Les indications de ce bulletin doivent spécifier aussi exactement que possible de quel sac, paquet ou envoi il s'agit.

5. Lorsqu'il s'agit d'irrégularités importantes permettant de présumer une perte ou une spoliation, l'enveloppe ou le sac ainsi que la ficelle et le cachet ou plomb de fermeture du paquet ou du sac des envois recommandés sont, à moins d'impossibilité motivée, joints au bulletin de vérification destiné au bureau d'origine. Il en est de même de l'enveloppe ou du sac extérieur, avec leur ficelle, leur étiquette, leur cachet ou plomb de fermeture.

6. Dans les cas prevus aux §§ 1 à 3, le bureau d'origine et, le cas échéant, le dernier bureau d'échange intermédiaire peuvent, en outre, être avisés par télégramme aux frais de l'Administration qui expédie celui-ci. Un avis télographique doit être émis toutes les fois que la dépêche présente des traces évidentes de spoliation, afin que le bureau expéditeur ou intermédiaire procède sans aucun retard à l'instruction de l'affaire et, le cas échéant, avise également par télégramme l'Administration précédente pour la continuation de l'enquête.

7. Lorsque l'absence d'une dépêche est le résultat d'un défaut de coïncidence des courriers ou lorsqu'elle est dûment expliquée sur le bordereau de remise, l'établissement d'un bulletin de vérification n'est nécessaire que si la dépêche ne parvient pas au bureau de destination par le prochain courrier.

8. Dès la rentrée d'une dépêche dont l'absence avait été signalée au bureau d'origine et, le cas échéant, au dernier bureau d'échange intermédiaire, il y a lieu d'adresser à ces bureaux par le premier courrier un second bulletin de vérification annonçant la réception de cette dépêche.

9. Les bureaux auxquels sont adressés les bulletins de vérification renvoient ceux-ci le plus promptement possible après les avoir examinés et y avoir mentionné leurs observations, s'il y a lieu. Si ces bulletins ne sont pas renvoyés à l'Administration d'origine dans le délai de deux mois à compter de la date de leur expédition, ils sont considérés, jusqu'à preuve du contraire, comme dûment acceptés par les bureaux auxquels ils ont été adressés. Ce délai est porté à quatre mois dans les relations avec les Pays éloignés.

10. Lorsqu'un bureau réceptionnaire auquel la vérification de la dépêche incombe n'a pas fait parvenir au bureau d'origine et, le cas échéant, au dernier bureau d'échange intermédiaire, par le premier courrier utilisable après la vérification, un bulletin constatant des irrégularités quelconques, il est considéré, jusqu'à preuve du contraire, comme ayant reçu la dépêche et son contenu. La même présomption existe pour les irrégularités dont la mention a été omise ou signalée d'une manière incomplète dans le bulletin de vérification; il en est ainsi lorsque les dispositions du présent article concernant les formalités à remplir n'ont pas été observées.

11. Les bulletins de vérification et les pièces annexées sont transmis sous pli recommandé par la voie la plus rapide (aérienne ou de surface). Les objets visés au § 5, accompagnés d'une copie du bulletin de vérification, peuvent être envoyés sous pli recommandé séparé par voie de surface.

ARTICLE 159

Acheminement des dépêches. Bulletin d'essai

Afin de déterminer le parcours le plus favorable et la durée de transmission d'une dépêche, le bureau d'échange d'origine peut adresser au bureau de destination de cette dépêche un bulletin d'essai conforme au modèle C 27 ci-annexé. Ce bulletin doit être inséré dans la dépêche et joint à la feuille d'avis. Dûment complété par le bureau de destination, le bulletin d'essai est renvoyé par la voie usuelle la plus rapide s'il concerne une dépêche de surface ou par avion s'il concerne une dépêche-avion.

ARTICLE 160**Echange en dépêches closes**

1. L'échange des envois en dépêches closes est réglé d'un commun accord entre les Administrations intéressées.

2. Il est obligatoire de créer des dépêches closes toutes les fois qu'une des Administrations intermédiaires le demande en se fondant sur le fait que le nombre des envois à découvert est de nature à entraver ses opérations.

3. Les Administrations par l'intermédiaire desquelles des dépêches closes sont à expédier doivent être prévenues en temps opportun.

4. En cas de changement dans un service d'échange en dépêches closes établi entre deux Administrations par l'intermédiaire d'un ou de plusieurs Pays tiers, l'Administration d'origine de la dépêche en donne connaissance aux Administrations de ces Pays.

5. S'il s'agit d'une modification dans la voie d'acheminement des dépêches, la nouvelle voie à suivre doit être indiquée aux Administrations qui effectuaient précédemment le transit, tandis que l'ancienne voie est signalée, pour mémoire, aux Administrations qui assureront désormais ce transit.

ARTICLE 161**Transit en dépêches closes et transit à découvert**

1. Les Administrations peuvent s'expédier réciproquement par l'intermédiaire d'une ou de plusieurs d'entre elles, tant des dépêches closes que des envois à découvert, suivant les besoins du trafic et les convenances du service.

2. La transmission des envois à découvert à une Administration intermédiaire doit se limiter strictement aux cas où la confection de dépêches closes soit pour le Pays de destination même, soit pour un Pays plus proche de ce dernier, ne se justifie pas.

3. Lorsque leur nombre le permet, les envois transmis à découvert à une Administration doivent être séparés par Pays de destination et réunis en liasses étiquetées au nom de chacun de ces Pays.

ARTICLE 162**Acheminement des envois**

1. Lorsqu'une dépêche se compose de plusieurs sacs, ceux-ci doivent, autant que possible, rester réunis et être acheminés par le même courrier.

2. Les envois de toute nature mal dirigés sont, sans aucun délai, réexpédiés sur leur destination par la voie la plus prompte.

3. L'Administration du Pays d'origine a la faculté d'indiquer la voie à suivre par les dépêches closes qu'elle expédie, pourvu que l'emploi de cette voie n'entraîne pas, pour une Administration intermédiaire, des frais spéciaux.

ARTICLE 163**Dépêches échangées avec des bâtiments ou des avions de guerre**

1. L'établissement d'un échange en dépêches closes entre une Administration postale et des divisions navales ou des bâtiments de guerre de même nationalité, ou entre une division navale ou un bâtiment de guerre et une autre division navale ou un autre bâtiment de guerre de même nationalité, doit être notifié, autant que possible à l'avance, aux Administrations intermédiaires.

2. La suscription de ces dépêches est rédigée comme suit:

Du bureau de

Pour { la division navale (nationalité) de (désignation de la division) à } (Pays).

ou

De la division navale (nationalité) de (désignation de la division) à

Du bâtiment (nationalité) le (nom du bâtiment) à } (Pays).

Pour le bureau de

ou

De la division navale (nationalité) de (désignation de la division) à

Du bâtiment (nationalité) le (nom du bâtiment) à } (Pays).

Pour { la division navale (nationalité) de (désignation de la division) à
 le bâtiment (nationalité) le (nom du bâtiment) à } (Pays).

3. Les dépêches à destination ou en provenance de divisions navales ou de bâtiments de guerre sont acheminées, sauf indication d'une voie spéciale sur l'adresse, par les voies les plus rapides et dans les mêmes conditions que les dépêches échangées entre bureaux de poste.

4. Le capitaine d'un paquebot postal qui transporte des dépêches à destination d'une division navale ou d'un bâtiment de guerre les tient à la disposition du commandant de la division ou du bâtiment de destination en prévision du cas où celui-ci viendrait lui en demander la livraison en route.

5. Si les bâtiments ne se trouvent pas au lieu de destination quand les dépêches à leur adresse y parviennent, ces dépêches sont conservées au bureau de poste jusqu'à leur retrait par le destinataire ou leur réexpédition sur un autre point. La réexpédition peut être demandée soit par l'Administration d'origine, soit par le commandant de la division navale ou du bâtiment de destination, soit enfin par un consul de même nationalité.

6. Les dépêches dont il s'agit qui portent la mention « Aux soins du Consul d... » sont consignées au consulat indiqué. Elles peuvent ultérieurement, à la demande du consul, être réintégrées dans le service postal et réexpédiées sur le lieu d'origine ou sur une autre destination.

7. Les dépêches à destination d'un bâtiment de guerre sont considérées comme étant en transit jusqu'à leur remise au commandant de ce bâtiment, alors même qu'elles auraient été primitivement adressées aux soins d'un bureau de poste ou à un consul chargé de servir d'agent de transport intermédiaire; elles ne sont donc pas considérées comme étant parvenues à leur adresse tant qu'elles n'ont pas été livrées au bâtiment de guerre de destination.

8. Après accord entre les Administrations intéressées, la procédure ci-dessus est également applicable, le cas échéant, aux dépêches échangées avec des avions de guerre.

ARTICLE 164

Renvoi des sacs vides

1. Sauf entente spéciale entre les Administrations correspondantes, les sacs doivent être renvoyés vides, par le prochain courrier, dans une dépêche directe pour le Pays auquel ces sacs appartiennent. Le nombre des sacs renvoyés par chaque dépêche doit être inscrit sous la rubrique « Indications de service » de la feuille d'avis, sauf lorsqu'il est fait application de l'article 153, § 2, lettre b), in fine, relativement à la seule inscription des sacs munis d'une étiquette rouge au tableau II de la feuille d'avis.

2. Le renvoi est effectué entre les bureaux d'échange désignés à cet effet. Les Administrations intéressées peuvent s'entendre pour les modalités du renvoi. Dans les relations à longue distance, elles ne doivent, en règle générale, désigner qu'un seul bureau chargé d'assurer la réception des sacs vides qui leur sont renvoyés.

3. Les sacs vides doivent être roulés en paquets convenables; le cas échéant, les planchettes à étiquettes ainsi que les étiquettes en toile, parchemin ou autre matière solide doivent être placées à l'intérieur des sacs. Les paquets doivent être revêtus d'une étiquette indiquant le nom du bureau d'échange d'où les sacs ont été recus, chaque fois qu'ils sont renvoyés par l'intermédiaire d'un autre bureau d'échange.

4. Si les sacs vides à renvoyer ne sont pas trop nombreux, ils peuvent être placés dans les sacs contenant des envois de la poste aux lettres; dans le cas contraire, ils doivent être placés à part dans des sacs cachetés, ou non cachetés (dans les relations avec les Administrations qui se sont mises d'accord à ce sujet), étiquetés au nom des bureaux d'échange. Les étiquettes doivent porter la mention «Sacs vides».

5. Si le contrôle exercé par une Administration établit que des sacs lui appartenant n'ont pas été renvoyés à ses services dans un délai supérieur à celui qui est nécessaire par la durée des acheminements (aller et retour), elle est en droit de réclamer le remboursement de la valeur des sacs prévus au § 6. Ce remboursement ne peut être refusé par l'Administration en cause que si elle est en mesure de prouver le renvoi des sacs manquants.

6. Chaque Administration fixe, périodiquement et uniformément pour toutes les espèces de sacs qui sont utilisés par ses bureaux d'échange, une valeur moyenne en francs et la communique aux Administrations intéressées par l'Intermédiaire du Bureau International.

TITRE V
DISPOSITIONS CONCERNANT LES FRAIS DE TRANSIT

CHAPITRE I
OPÉRATIONS DE STATISTIQUE

ARTICLE 165

Période et durée de la statistique

1. Les frais de transit prévus aux articles 47 et suivants de la Convention sont établis sur la base de statistiques faites une fois tous les trois ans et alternativement pendant les quatorze ou vingt-huit premiers jours qui suivent le 1^{er} mai ou pendant les quatorze ou vingt-huit premiers jours qui suivent le 14 octobre.

2. La statistique est établie pendant la deuxième année de chaque période triennale.

3. Les dépêches confectionnées à bord des navires sont comprises dans les statistiques lorsqu'elles sont débarquées pendant la période de statistique.

4. Sauf entente spéciale entre les Administrations intéressées, sont également comprises dans les statistiques les dépêches-avion transportées par voie de surface sur une partie de leur parcours.

5. La statistique d'octobre-novembre 1964 s'applique, selon les dispositions de la Convention d'Ottawa 1957, aux années 1963, 1964 et 1965; celle de mai 1967 s'applique aux années 1966, 1967 et 1968.

6. Les paiements annuels des frais de transit à effectuer en raison d'une statistique doivent être continués provisoirement jusqu'à ce que les comptes établis d'après la statistique suivante soient approuvés ou considérés comme admis de plein droit (article 173). A ce moment, il est procédé à la régularisation des paiements effectués à l'itre provisoire.

ARTICLE 166

Confection et désignation des dépêches closes pendant la période de statistique

1. Pendant la période de statistique, toutes les dépêches échangées en transit doivent être munies, en dehors des étiquettes ordinaires, d'une étiquette spéciale portant, en caractères très apparents:

- le numéro et la date de formation de la dépêche,
- la mention «Statistique» suivie de l'indication «5 kilogrammes», «15 kilogrammes» ou «30 kilogrammes», selon la catégorie de poids (article 167, § 1).

Sous réserve de ces particularités de présentation, les dépêches échangées en transit doivent être confectionnées dans les conditions habituelles prévues par l'article 156, § 4.

2. En ce qui concerne les sacs qui ne contiennent que des sacs vides ou des envois exempts de tous frais de transit (article 48 de la Convention), la mention «Statistique» est suivie du mot «Exempt».

3. La feuille d'avis de la dernière dépêche expédiée pendant la période de statistique doit comporter la mention «Dernier envoi de la période de statistique». Lorsque le bureau expéditeur n'a pas été en mesure de porter cette indication, par suite notamment de l'instabilité des liaisons, il avise dès que possible, par la voie la plus rapide (aérienne ou de surface), le bureau de destination de la date et du numéro de la dernière dépêche comprise dans la statistique.

ARTICLE 167

Constatation du nombre de sacs et du poids des dépêches closes

1. En ce qui concerne les dépêches qui donnent lieu au paiement de frais de transit, le bureau d'échange expéditeur fait usage d'une feuille d'avis spéciale conforme au modèle C 15 ci-annexé. Il inscrit sur cette feuille d'avis le nombre de sacs en les répartissant, le cas échéant, dans les catégories suivantes:

Nombre de sacs dont le poids brut		
ne dépasse pas 5 kg (sacs légers)	dépasse 5 kg sans excéder 15 kg (sacs moyens)	dépasse 15 kg sans excéder 30 kg (sacs lourds)
1	2	3
Nombre de sacs exempts de frais de transit:		

2. Le nombre de sacs exempts de frais de transit doit être le total de ceux qui portent l'indication «Statistique — Exempt», d'après l'article 166, § 2.

3. Les indications des feuilles d'avis sont vérifiées par le bureau d'échange de destination. Si ce bureau constate une erreur dans les nombres inscrits, il rectifie la feuille et signale immédiatement l'erreur au bureau d'échange expéditeur au moyen d'un bulletin de vérification conforme au modèle C 16 ci-annexé. Toutefois, en ce qui concerne le poids d'un sac, l'indication du bureau d'échange expéditeur est tenue pour valable, à moins que le poids réel ne dépasse de plus de 250 grammes le poids maximal de la catégorie dans laquelle ce sac a été inscrit.

ARTICLE 168

Etablissement des relevés des dépêches closes

1. Aussitôt que possible après la réception de la dernière dépêche formée pendant la période de statistique, les bureaux de destination établissent en autant d'expéditions qu'il y a d'Administrations de transit plus une (pour le Pays d'origine) des relevés conformes au modèle C 17 ci-annexé et transmettent ces relevés, qui doivent indiquer dans la plus large mesure possible les détails de la route suivie et les services utilisés, aux bureaux d'échange de l'Administration expéditrice pour être revêtus de leur acceptation. La voie aérienne est utilisée lorsqu'elle présente un avantage. Après avoir accepté les relevés, les bureaux d'échange les transmettent à leur Administration centrale qui les répartit entre les Administrations intermédiaires.

2. Si, dans le délai de trois mois (quatre mois dans les échanges avec les Pays éloignés) à compter du jour de l'expédition de la dernière dépêche à comprendre dans la statistique, les bureaux d'échange de l'Administration expéditrice n'ont pas reçu le nombre de relevés indiqué au § 1, ces bureaux établissent eux-mêmes lesdits relevés d'après leurs propres indications et inscrivent sur chacun d'eux la mention: «Les relevés C 17 du bureau de destination ne sont pas parvenus dans le délai réglementaire». Ils les transmettent ensuite à leur Administration centrale qui les répartit entre les Administrations en cause.

3. Si, dans un délai de six mois après l'expiration de la période de statistique, l'Administration expéditrice n'a pas réparti les relevés C 17 entre les Administrations des Pays intermédiaires, celles-ci les établissent d'office, d'après leurs propres indications. Ces documents, revêtus de la mention «Etabli d'office», doivent être obligatoirement annexés au compte C 20 adressé aux Administrations expéditrices, en accord avec l'article 173, § 7.

ARTICLE 169

Dépêches closes échangées avec des bâtiments ou des avions de guerre

1. Il incombe aux Administrations postales des Pays dont relèvent des bâtiments ou des avions de guerre d'établir les relevés C 17 relatifs aux dépêches expédiées ou reçues par ces bâtiments ou ces avions. Les dépêches expédiées pendant la période de statistique à l'adresse des bâtiments ou des avions de guerre, doivent porter sur les étiquettes la date d'expédition.

2. Si ces dépêches sont réexpédiées, l'Administration réexpéditrice en informe l'Administration du Pays dont le bâtiment ou l'avion relève.

ARTICLE 170

Bulletin de transit

1. Dans le but d'obtenir tous les renseignements nécessaires à l'établissement des relevés C 17, l'Administration de destination peut demander à l'Administration d'origine de joindre à chaque dépêche un bulletin de transit de couleur verte conforme au modèle C 19 ci-annexé. Cette demande doit parvenir à l'Administration d'origine trois mois avant le début des opérations de statistique.

2. Le bulletin de transit ne doit être employé que si, pendant la période de statistique, la route suivie par les dépêches est incertaine ou si les services de transport utilisés sont inconnus de l'Administration de destination. Avant d'en demander l'établissement, celle-ci doit s'assurer qu'elle ne possède aucun autre moyen de connaître l'acheminement des dépêches qu'elle reçoit.

3. L'Administration d'origine peut, sans demande formelle de l'Administration de destination, joindre exceptionnellement un bulletin de transit à ses dépêches lorsqu'elle ne peut en connaître à l'avance l'acheminement.

4. La présence du bulletin de transit accompagnant une dépêche doit être signalée par la mention «C 19» portée en caractères très apparents:

- a) en tête de la feuille d'avis de cette dépêche,
- b) sur l'étiquette spéciale «Statistique» du sac contenant la feuille d'avis,
- c) dans la colonne «Observations» du bordereau de livraison C 18.

5. Le bulletin de transit, annexé au bordereau de livraison C 18, doit être transmis à découvert, avec les dépêches auxquelles il se rapporte, aux différents services qui participent au transit de ces dépêches. Dans chaque Pays de transit, les bureaux d'échange d'entrée et de sortie, à l'exclusion de tout autre bureau intermédiaire, consignent sur le bulletin les renseignements concernant le transit effectué par eux. Le dernier bureau d'échange intermédiaire transmet le bulletin C 19 au bureau de destination, lequel y indique la date exacte d'arrivée de la dépêche. Le bulletin C 19 est renvoyé au bureau d'origine à l'appui du relevé C 17.

6. Lorsqu'un bulletin de transit dont l'expédition est signalée sur le bordereau de livraison ou sur les étiquettes spéciales « Statistiques » fait défaut, le bureau d'échange intermédiaire ou le bureau d'échange de destination qui en constate l'absence est tenu de le réclamer sans retard au bureau d'échange précédent; toutefois, sans plus attendre, le bureau d'échange intermédiaire en établit un nouveau revêtu de la mention « Établi d'office par le bureau de . . . » et le transmet avec la dépêche. Lorsque le bulletin C 19 établi par le bureau d'origine parvient au bureau qui l'a réclamé, celui-ci l'adresse directement, sous pli fermé, au bureau de destination, après l'avoir annoté en conséquence.

ARTICLE 171

Transmission des formules C 16, C 17 et C 19. Dérogations

1. Chaque Administration a la faculté de notifier aux autres Administrations, par l'intermédiaire du Bureau international, que les bulletins de vérification C 16, les relevés C 17 et les bulletins de transit C 19 doivent être adressés à son Administration centrale.

2. Cette dernière est, dans ce cas, substituée aux bureaux d'échange pour l'établissement des relevés C 17 conformément à l'article 168, § 2.

ARTICLE 172

Services extraordinaires

Sont seuls considérés comme services extraordinaires donnant lieu à la perception de frais de transit spéciaux les services automobiles Syrie-Iraq.

CHAPITRE II

ÉTABLISSEMENT, RÈGLEMENT ET REVISION DES COMPTES

ARTICLE 173

Etablissement, transmission et approbation des comptes de frais de transit

1. Pour l'établissement des comptes de transit, les sacs légers, moyens ou lourds, tels qu'ils sont définis à l'article 167, sont portés en compte respectivement pour les poids moyens de 3, 12 ou 26 kilogrammes.

2. Les montants totaux de l'avoir pour les dépêches closes sont multipliés par 26 ou 13 selon le cas et le produit sert de base à des comptes particuliers établissant en francs les sommes annuelles revenant à chaque Administration.

3. Si l'utilisation du multiplicateur 26 ou 13 donne un résultat qui ne correspond pas au trafic normal, chaque Administration intéressée peut demander qu'un autre multiplicateur soit adopté. Ce nouveau multiplicateur vaut pendant les années auxquelles s'applique la statistique.

4. A défaut d'entente sur ce nouveau multiplicateur, l'Administration qui s'estime lésée peut soumettre, à condition de fournir toutes les justifications utiles, la question au Bureau international ou à une commission d'arbitres aux fins prévues à l'article 50, § 3, de la Convention.

5. Toutefois, sauf entente spéciale entre les Administrations intéressées, un nouveau multiplicateur ne peut être adopté que si la différence constatée entre le trafic forfaitaire révélé par la statistique et le trafic réel se traduit par une modification du compte des frais de transit supérieure à 5000 francs par an, à l'exclusion de toute autre condition.

6. Le soin d'établir les comptes incombe à l'Administration créancière qui les transmet à l'Administration débitrice.

7. Les comptes particuliers sont établis en double expédition, sur une formule conforme au modèle C 20 ci-annexé, et d'après les relevés C 17. Ils sont transmis à l'Administration expéditrice aussitôt que possible et, au plus tard, dans un délai de dix mois suivant l'expiration de la période de statistique. Les relevés C 17 ne sont fournis à l'appui du compte C 20 que s'ils ont été établis d'office par l'Administration intermédiaire (article 168, § 3), ou sur la demande de l'Administration expéditrice.

8. Si l'Administration qui a envoyé le compte particulier n'a reçu aucune observation rectificative dans un intervalle de trois mois à compter de l'envol, ce compte est considéré comme admis de plein droit.

ARTICLE 174

Décompte général annuel. Intervention du Bureau international

1. Le document fondamental servant de base au règlement des frais de transit entre Administrations est le décompte général, établi annuellement par le Bureau international.

2. Aussitôt que les comptes particuliers entre deux Administrations sont acceptés ou considérés comme admis de plein droit (article 173, § 8), chacune de ces Administrations transmet sans retard, au Bureau international, un relevé conforme au modèle C 21 ci-annexé et indiquant les montants totaux de ces comptes. En même temps, une copie du relevé est adressée à l'Administration intéressée.

3. Un relevé C 21 est établi pour chacune des trois années auxquelles s'applique la statistique.

4. En cas de différences entre les indications correspondantes fournies par deux Administrations, le Bureau International les invite à se mettre d'accord et à lui indiquer les sommes définitivement arrêtées.

5. Lorsqu'une Administration seulement a fourni les relevés C 21, le Bureau international en informe l'autre Administration intéressée et lui indique les montants des relevés C 21 reçus. Si dans l'intervalle d'un mois à compter du jour de l'envoi des relevés aucune remarque n'est faite au Bureau International, les montants de ces relevés sont considérés comme admis de plein droit.

6. Dans le cas prévu à l'article 173, § 8, les relevés doivent porter la mention «Aucune observation de l'Administration débitrice n'est parvenue dans le délai réglementaire».

7. Le Bureau international établit, à la fin de chaque année, sur la base des relevés qui lui sont parvenus jusqu'à-là et qui sont considérés comme admis de plein droit, un décompte général annuel des frais de transit. Le cas échéant, il se conforme à l'article 165, § 6, pour les paiements annuels.

8. Le décompte indique:

- a) le dolt et l'avoir de chaque Administration;
- b) le solde débiteur ou le solde créditeur de chaque Administration;
- c) les sommes à payer par les Administrations débitrices;
- d) les sommes à recevoir par les Administrations créancières.

9. Le Bureau international procède par voie de compensation, de manière à restreindre au minimum le nombre des paiements à effectuer.

10. Les décomptes généraux annuels doivent être transmis aux Administrations par le Bureau international, aussitôt que possible et, au plus tard, avant l'expiration du premier trimestre de l'année qui suit celle de leur établissement.

11. Exceptionnellement, deux Administrations peuvent, si elles le jugent indispensable, convenir de régler leurs comptes directement entre elles. Dans ce cas, leurs relevés C 21 adressés au Bureau international portent la mention «Compte réglé à part – à titre d'information» et ne sont pas compris dans le décompte général annuel.

ARTICLE 175

Paiement des frais de transit

1. Si le paiement du solde résultant du décompte général annuel du Bureau international n'est pas effectué un an après l'expiration du délai réglementaire (article 103, §§ 12 et 13), il est loisible à l'Administration créancière d'en informer le Bureau qui invite l'Administration débitrice à payer dans un délai ne devant pas dépasser quatre mois.

2. Si le paiement des sommes dues n'est pas effectué à l'expiration de ce nouveau délai, le Bureau international fait figurer ces sommes dans le décompte général annuel suivant, à l'avoir de l'Administration créancière. Dans ce cas, des intérêts composés sont dus, c'est-à-dire que l'intérêt est ajouté au capital à la fin de chaque année jusqu'à parfait paiement.

3. En cas d'application du § 2, le décompte général dont il s'agit et ceux des quatre années qui suivent ne doivent pas contenir, autant que possible, dans les soldes résultant du tableau de compensation, des sommes à payer par l'Administration défaillante à l'Administration créancière intéressée.

ARTICLE 176

Revision des comptes de frais de transit

1. Quand une Administration postale constate que le trafic diffère très sensiblement de celui qui résulte de la statistique, elle peut demander que les résultats de la statistique des frais de transit soient révisés.

2. Les Administrations peuvent s'entendre pour effectuer cette révision.

3. A défaut d'entente, chaque Administration peut demander dans les cas suivants l'établissement d'une statistique spéciale en vue de la révision des comptes:

- a) utilisation de la voie aérienne en lieu et place de la voie de surface pour le transport des dépêches;
- b) modification importante dans l'acheminement par voie de surface des dépêches d'un Pays pour un ou plusieurs autres Pays;
- c) constatation, par une Administration intermédiaire, dans le délai d'un an qui suit la période de statistique, qu'il existe entre les expéditions faites par une Administration pendant la période de statistique et le trafic normal une différence de 20% au moins sur les poids totaux des dépêches expédiées en transit, ces poids étant calculés sur la base du produit du nombre des sacs de chaque catégorie et des poids moyens correspondants;
- d) constatation, par une Administration intermédiaire, à tout moment pendant la période d'application de la statistique, que le poids total des dépêches en transit a augmenté d'au moins 50% ou diminué d'au moins 50% par rapport aux données de la dernière statistique, ce poids total étant calculé sur la base du produit du nombre des sacs de chaque catégorie et des poids moyens correspondants.

4. La statistique spéciale portera suivant les circonstances soit sur la totalité soit sur une partie seulement du trafic.

5. A défaut d'entente également, les résultats d'une statistique de transit spéciale établie sur la base du § 3 ne sont pris en considération que s'ils affectent de plus de 5000 francs par an les comptes entre l'Administration d'origine et l'Administration intéressée.

6. Les modifications résultant de l'application des §§ 3 et 5 doivent porter effet sur les décomptes de l'Administration d'origine avec les Administrations qui ont effectué le transit antérieurement et les Administrations qui l'assurent postérieurement aux modifications survenues, même lorsque la modification des comptes n'atteint pas pour certaines Administrations le minimum fixé.

7. Par dérogation aux §§ 3, 5 et 6, et en cas de déviation complète et permanente de dépêches d'un Pays-intermédiaire par un autre Pays, les frais de transit dus par l'Administration d'origine au Pays qui a effectué le transit antérieurement sur la base de la dernière statistique doivent, sauf entente spéciale, être payés par l'Administration intéressée au nouveau Pays transitaire à partir de la date à laquelle a été constatée ladite déviation.

TITRE VI DISPOSITIONS DIVERSES

CHAPITRE UNIQUE

ARTICLE 177

Correspondance courante entre Administrations

Les Administrations ont la faculté d'employer pour l'échange de leur correspondance courante une formule conforme au modèle C 29 ci-annexé.

ARTICLE 178

Caractéristiques des timbres-poste et des empreintes d'affranchissement

1. Les empreintes produites par les machines à affranchir doivent être de couleur rouge vif, quelle que soit la valeur qu'elles représentent.

2. Les timbres-poste et les empreintes des machines à affranchir utilisées par des particuliers possédant un permis de l'Administration postale du Pays d'origine doivent porter, en caractères latins, l'indication du Pays d'origine et mentionner leur valeur d'affranchissement d'après le recueil des équivalents. L'indication du nombre d'unités ou de fractions de l'unité monétaire servant à exprimer cette valeur est faite en chiffres arabes. Les empreintes d'affranchissement utilisées par les Administrations elles-mêmes doivent porter les mêmes indications que celles des particuliers possédant un permis de l'Administration ou, en lieu et place, l'indication du Pays d'origine et la mention «Taxe perçue», «Port payé» ou une expression analogue. Cette mention peut être libellée en français ou dans la langue du Pays d'origine; elle peut aussi revêtir une forme abrégée, par exemple «T.P.» ou «P.P.».

3. En ce qui concerne les envois affranchis au moyen d'empreintes obtenues à la presse d'imprimerie ou par un autre procédé d'impression (article 20 de la Convention), les indications du Pays d'origine et de la valeur d'affranchissement peuvent être remplacées par le nom du bureau d'origine et la mention «Taxe perçue», «Port payé» ou une expression analogue. Cette mention peut être libellée en français ou dans la langue du Pays d'origine; elle peut aussi revêtir une forme abrégée, par exemple «T.P.» ou «P.P.». Dans tous les cas, l'indication adoptée doit être encadrée ou soulignée d'un fort trait.

4. Les timbres-poste commémoratifs ou philanthropiques, pour lesquels une surtaxe est à payer indépendamment de la valeur d'affranchissement, doivent être confectionnés de façon à éviter tout doute au sujet de cette valeur.

5. Les timbres-poste peuvent être distinctement marqués de perforations à l'emporte-pièce ou d'impressions en relief obtenues au moyen du repoussoir, selon les conditions fixées par l'Administration qui les a émis, pourvu que ces opérations ne nuisent pas à la clarté des indications prévues au § 2.

ARTICLE 179

Emploi présumé frauduleux de timbres-poste ou d'empreintes d'affranchissement

1. Sous réserve expresse des dispositions de la législation de chaque Pays, la procédure ci-après est suivie pour la constatation de l'emploi frauduleux, pour l'affranchissement, de timbres-poste ainsi que d'empreintes de machines à affranchir ou de presses d'imprimerie:

a) lorsqu'au départ soit un timbre-poste, soit une empreinte de machine à affranchir ou de presse d'imprimerie sur un envoi quelconque laisse soupçonner un emploi frauduleux (présomption de contrefaçon ou de réemploi), la figurine n'est altérée d'aucune façon et l'envoi, accompagné d'un avis conforme au modèle C 10 ci-annexé, est adressé sous enveloppe recommandée d'office au bureau de destination. Un exemplaire de cet avis est transmis, pour information, aux Administrations des Pays d'origine et de destination;

b) l'envoi n'est remis au destinataire, convoqué pour constater le fait, que s'il paie le port dû, fait connaître le nom et l'adresse de l'expéditeur et met à la disposition de la poste, après avoir pris connaissance du contenu, soit l'envoi entier s'il est inséparable du corps du délit présumé, soit la partie de l'envoi (enveloppe, bande, portion de lettre, etc.) qui contient la suscription et l'empreinte ou le timbre signalé comme doux. Le résultat de la convocation est constaté par un procès-verbal conforme au modèle C 11 ci-annexé, signé par l'agent des postes et par le destinataire. Le refus éventuel de ce dernier est constaté sur ce document.

2. Le procès-verbal est transmis, avec pièces à l'appui, sous recommandation d'office, à l'Administration du Pays d'origine qui y donne la suite que comporte sa législation.

3. Les Administrations dont la législation ne permet pas la procédure prévue au § 1, lettres a) et b), doivent en informer le Bureau International aux fins de notification aux autres Administrations.

ARTICLE 180

Coupons-réponse internationaux

1. Les coupons-réponse internationaux sont conformes au modèle C 22 ci-annexé. Ils sont imprimés, sur papier portant en filigrane les lettres UPU en grands caractères, par les soins du Bureau International qui les livre aux Administrations.

2. Chaque Administration a la faculté:

a) de donner aux coupons-réponse une perforation distinctive qui ne nuise pas à la lecture du texte et ne soit pas de nature à entraver la vérification de ces valeurs;

b) de modifier, à la main ou au moyen d'un procédé d'impression, le prix de vente indiqué sur les coupons-réponse.

3. Dans les décomptes entre Administrations, la valeur des coupons-réponse est calculée à raison de 40 centimes par unité.

4. Le délai d'échange des coupons-réponse est illimité. Les bureaux de poste s'assurent de l'authenticité des titres lors de leur échange et vérifient notamment la présence du filigrane. Les coupons-réponse peuvent être revêtus de l'empreinte du bureau relevant de l'Administration d'émission. Les coupons-réponse dont le texte imprimé ne correspond pas au texte officiel sont refusés comme non valables. Les coupons-réponse échangés sont revêtus d'une empreinte du timbre à date du bureau qui en effectue l'échange.

5. Sauf entente spéciale, les coupons-réponse échangés sont envoyés tous les deux ans, au plus tard dans un délai de six mois après expiration de cette période, aux Administrations qui les ont émis, avec l'indication globale de leur nombre et de leur valeur sur un relevé conforme au modèle C 23 ci-annexé. Toutefois, si le nombre des coupons-réponse échangés est inférieur à cent, la transmission à l'Administration d'émission peut être différée jusqu'à expiration d'une période de quatre ans.

6. Les coupons-réponse mis en compte par erreur à une Administration autre que l'Administration d'émission peuvent être compris dans le compte destiné à cette dernière par l'Administration qui les a reçus à tort; ils sont alors munis d'une remarque correspondante. Cette mise en compte peut être effectuée lors de la période comptable suivante pour éviter un compte supplémentaire.

7. Aussitôt que deux Administrations se sont mises d'accord sur le nombre des coupons-réponse échangés dans leurs relations réciproques, elles établissent chacune et transmettent au Bureau international un relevé conforme au modèle C 24 ci-annexé indiquant le solde débiteur ou créditeur, si ce solde dépasse 50 francs et si un règlement spécial n'a pas été prévu entre les deux Pays. En même temps, une copie du relevé C 24 est adressée à l'Administration intéressée. A défaut d'accord dans un délai de six mois, l'Administration créancière établit son décompte et l'envoie au Bureau international.

8. Si l'une des Administrations seulement fournit son relevé, les indications de celui-ci font foi.

9. Le solde est compris par le Bureau international dans un décompte biennal; les dispositions spéciales prévues à l'article 175 sont applicables.

10. Lorsque le solde biennal entre deux Administrations ne dépasse pas 50 francs, l'Administration débitrice est exonérée de tout paiement.

ARTICLE 181

Décompte des frais de douane, etc., avec l'Administration de dépôt des envois francs de taxes et de droits

1. Le décompte relatif aux frais de douane, etc., déboursés par chaque Administration pour le compte d'une autre, est effectué au moyen de comptes particuliers mensuels, conformes au modèle C 26 ci-annexé, qui sont établis par l'Administration créancière dans la monnaie de son Pays. Les parties B des bulletins d'affranchissement qu'elle a conservées sont inscrites par ordre alphabétique des bureaux qui ont fait l'avance des frais et suivant l'ordre numérique qui leur a été donné.

2. Si les deux Administrations intéressées assurent également le service des colis postaux dans leurs relations réciproques, elles peuvent comprendre, sauf avis contraire, dans les décomptes des frais de douane, etc., de ce dernier service, ceux de la poste aux lettres.

3. Le compte particulier, accompagné des parties B des bulletins d'affranchissement, est transmis à l'Administration débitrice au plus tard à la fin du mois qui suit celui auquel il se rapporte. Il n'est pas établi de compte négatif.

4. La vérification des comptes a lieu dans les conditions fixées par le Règlement d'exécution de l'Arrangement concernant les mandats de poste et les bons postaux de voyage.

5. Les décomptes donnent lieu à une liquidation spéciale. Chaque Administration peut, toutefois, demander que ces comptes soient réglés avec ceux des mandats de poste, des colis postaux CP 16 ou enfin avec les comptes R 5 des remboursements, sans y être incorporés.

ARTICLE 182

Formules à l'usage du public

En vue de l'application de l'article 11, § 2, de la Convention, sont considérées comme formules à l'usage du public les formules:

- C 1 (Etiquette de douane),
- C 2 (Déclaration en douane),
- C 3 (Bulletin d'affranchissement),
- C 5 (Avis de réception),
- C 6 (Enveloppe de réexpédition),
- C 7 (Demande de retrait,
de modification d'adresse,
d'annulation ou de modification du montant du remboursement),
- C 8 (Réclamation concernant un envoi ordinaire),
- C 9 (Réclamation concernant un envoi recommandé, etc.),
- C 22 (Coupon-réponse International),
- C 25 (Carte d'identité postale).

TROISIÈME PARTIE

Dispositions concernant le *transport aérien*

CHAPITRE I

RÈGLES D'EXPÉDITION ET D'ACHEMINEMENT

ARTICLE 183

Signalisation des correspondances-avion surtaxées

Les correspondances-avion surtaxées doivent porter au départ, de préférence à l'angle supérieur gauche du recto, une étiquette spéciale de couleur bleue ou une empreinte de même couleur comportant les mots «*Par avion*», avec traduction facultative dans la langue du Pays d'origine.

ARTICLE 184

Suppression des mentions «*Par avion*» et «*Aérogramme*»

1. La mention «*Par avion*» et toute annotation relative au transport aérien doivent être barrées au moyen de deux forts traits transversaux lorsque l'acheminement des correspondances-avion surtaxées non ou insuffisamment affranchies ou lorsque la réexpédition ou le renvoi à l'origine des correspondances-avion surtaxées a lieu par les moyens de transport normalement utilisés pour les correspondances non surtaxées; dans le premier cas, il faut en indiquer brièvement les motifs.

2. La mention «*Aérogramme*» doit être barrée au moyen de deux forts traits transversaux en cas de transmission par voie de surface par application de l'article 53 de la Convention.

ARTICLE 185

Correspondances-avion insérées dans des dépêches-surface

1. L'article 155 s'applique aux correspondances-avion insérées dans des dépêches-surface. Les étiquettes des lasses doivent porter la mention «*Par avion*».

2. En cas d'insertion de correspondances-avion recommandées dans des dépêches-surface, la mention «*Par avion*» doit être portée sur la feuille d'avis à la place prescrite à l'article 155, § 3, pour la mention «*Exprès*».

3. S'il s'agit de correspondances-avion avec valeur déclarée insérées dans des dépêches-surface, la mention «*Par avion*» est portée dans la colonne «*Observations*» des feuilles d'envol en regard de l'inscription de chacune d'elles.

ARTICLE 186

Correspondances-avion en transit à découvert.

Formation de lasses spéciales

1. Les correspondances-avion expédiées en transit à découvert dans une dépêche-avion ou dans une dépêche-surface et qui doivent être réacheminées par voie aérienne par le Pays de destination de la dépêche, sont réunies en une lasse spéciale munie d'une étiquette conforme au modèle AV 10 ci-annexé.

2. Le Pays de transit peut demander la formation de lasses spéciales par Pays de destination; dans ce cas, chaque lasse est revêtue d'une étiquette portant la mention «*Par avion pour ...*».

ARTICLE 187

Signalisation des dépêches-avion

1. Les dépêches-avion doivent être confectionnées au moyen de sacs soit entièrement bleus, soit portant de larges bandes bleues. Pour les correspondances-avion ordinaires ou recommandées expédiées en petit nombre, il peut être fait usage d'enveloppes conformes au modèle AV 9 ci-annexé, confectionnées soit avec du papier fort de couleur bleue, soit avec du plastique ou une autre matière convenable et portant une étiquette bleue.

2. Les feuilles d'avis et les feuilles d'envoi accompagnant les dépêches-avion doivent être revêtues, dans leur en-tête, de l'étiquette «*Par avion*» ou de l'empreinte visée à l'article 183; la même étiquette ou empreinte est appliquée sur les étiquettes ou suscriptions de ces dépêches.

3. Le conditionnement et le texte des étiquettes des sacs-avion doivent être conformes au modèle AV 8 ci-annexé.

ARTICLE 188

Constatation du poids des dépêches-avion

1. Le numéro de la dépêche et le poids brut de chaque sac, enveloppe ou paquet faisant partie de cette dépêche, de même que la catégorie des envois (LC ou AO) y insérés, sont indiqués sur l'étiquette ou sur la suscription extérieure.

2. Si les deux catégories d'envois, LC et AO, sont réunies dans un même emballage, le poids de chacune d'elles doit être indiqué, outre le poids total, sur l'étiquette ou sur la suscription extérieure; le poids de l'emballage extérieur est ajouté au poids des envois bénéficiant du taux de transport le plus bas et insérés dans l'emballage. En cas d'emploi d'un sac collecteur, il n'est pas tenu compte du poids de ce sac.

3. Le numéro de la dépêche, le poids, par catégorie d'envois, pour chaque sac, enveloppe ou paquet, et toutes autres indications utiles figurant sur l'étiquette ou sur la suscription extérieure doivent être reportés sur la formule AV 7 lorsque la dépêche est transportée par un service aérien international. Toutefois, dans les rapports entre les Administrations qui se sont déclarées d'accord à ce sujet, l'indication du poids total de chaque catégorie d'envois peut remplacer le poids, par catégorie d'envois, pour chaque sac, enveloppe ou paquet.

4. Tout bureau intermédiaire ou de destination qui constate des erreurs dans les indications figurant sur la formule AV 7 doit immédiatement les signaler, par bulletin de vérification C 14 au dernier bureau d'échange expéditeur de même qu'au bureau d'échange qui a confectionné la dépêche.

5. Le poids de la dépêche-avion ou, le cas échéant, de chacune des deux catégories LC et AO est arrondi à l'hectogramme supérieur ou inférieur selon que la fraction de l'hectogramme excède ou non 50 grammes; l'indication du poids est remplacée par le chiffre 0 pour les dépêches-avion pesant 50 grammes ou moins. Si le poids de chaque catégorie est inférieur à 50 grammes, mais que le poids total excède 50 grammes, celui de la catégorie dont le poids est le plus élevé doit être arrondi à l'hectogramme.

6. Si le bureau intermédiaire constate que le poids réel d'un des sacs composant une dépêche diffère de plus de 100 grammes du poids annoncé, il rectifie l'étiquette et signale immédiatement l'erreur au bureau d'échange expéditeur par bulletin de vérification C 14; lorsqu'il s'agit d'un sac renfermant plusieurs catégories d'envois, la rectification est apportée à celle de ces catégories dont le poids est le plus élevé. Si les différences constatées restent dans les limites précitées, les indications du bureau expéditeur sont tenues pour valables.

7. Sauf avis contraire des Administrations intéressées, des dépêches peuvent être insérées dans une autre dépêche de même nature, c'est-à-dire contenant des envois de même catégorie (LC ou AO).

8. Les correspondances-avion ordinaires, déposées en dernière limite d'heure aux bureaux de poste établis dans les aéroports, sont expédiées par les avions en partance, sous enveloppes AV 9 à l'adresse des bureaux d'échange de destination, et inscrites sur des bordereaux AV 7.

ARTICLE 189

Correspondances-avion en transit à découvert. Opérations de statistique

1. Les rémunérations pour le transport aérien des correspondances-avion en transit à découvert prévues à l'article 65 sont calculées sur la base de statistiques effectuées durant les périodes suivantes:

- pour les mois de janvier à juin, du 2 au 15 mai,
- pour les mois de juillet à décembre, du 15 au 28 octobre.

2. Pendant la période de statistique, les correspondances-avion en transit à découvert sont accompagnées de bordereaux conformes au modèle AV 2 ci-annexé, soumis à une numérotation spéciale suivant, pendant chaque période, deux séries continues, l'une pour les envois non recommandés, l'autre pour les envois recommandés. Les bordereaux AV 2 sont établis et vérifiés comme il est prescrit par l'article 190 mais l'étiquette de la liasse et le bordereau AV 2 portent en surimpression la lettre «S».

3. Chaque Administration qui expédie des correspondances-avion en transit à découvert est tenue d'informer les Administrations intermédiaires de tout changement survenant au cours d'une période de décompte dans les dispositions prises pour l'échange de ce courrier. En règle générale, un tel changement n'affecte pas les paiements dus pour la période en cause. Toutefois, s'il en résulte une modification d'au moins 20% et allant au-delà de 500 francs sur le total des sommes à payer semestriellement par l'Administration expéditrice à l'Administration intermédiaire, ces Administrations, à la demande de l'une ou de l'autre, s'entendent pour l'adoption d'un multiplicateur spécial qui vaut seulement pour le semestre pendant lequel le changement a eu lieu.

ARTICLE 190

**Envoi des correspondances-avion en transit à découvert.
Préparation et vérification des bordereaux AV 2**

1. Les correspondances en transit à découvert, destinées à être réacheminées par voie aérienne et comprises dans une dépêche-surface ou dans une dépêche-avion, sont réunies en liasses spéciales étiquetées «Par avion».

Lorsque ces correspondances sont accompagnées de bordereaux AV 2, dont un pour les envois non recommandés et un autre pour les envois recommandés, leur poids est indiqué séparément pour chaque Pays de destination ou groupe de Pays pour lesquels les rémunérations pour le transport sont uniformes. La feuille d'avis est revêtue de la mention «Bordereau AV 2». Les Administrations de transit ont la faculté de demander l'emploi de bordereaux spéciaux AV 2 mentionnant dans un ordre fixe les Pays ou les groupes de Pays les plus importants.

2. Le poids de chaque catégorie de correspondances à découvert pour chaque Pays et, le cas échéant, pour chaque groupe de Pays est arrondi au décagramme supérieur ou inférieur selon que la fraction du décagramme excède ou non 5 grammes.

3. Si le bureau intermédiaire constate que le poids réel des correspondances à découvert diffère de plus de 20 grammes du poids annoncé, il rectifie le bordereau AV 2 et signale immédiatement l'erreur au bureau d'échange expéditeur par bulletin de vérification. Si la différence constatée reste dans la limite précitée, les indications du bureau expéditeur sont tenues pour valables.

4. En cas d'absence du bordereau AV 2, les correspondances-avion surtaxées doivent être réexpédiées par la voie aérienne, à moins que la voie de surface ne soit plus rapide; le cas échéant, le bordereau AV 2 est établi d'office et l'irrégularité fait l'objet d'un bulletin C 14 à la charge du bureau d'origine.

ARTICLE 191

Correspondances-avion en transit à découvert exclues des opérations de statistique

1. Les correspondances-avion en transit à découvert exclues des opérations de statistique conformément à l'article 65, § 4, de la Convention et pour lesquelles les comptes sont établis sur la base du poids réel doivent être accompagnées de bordereaux AV 2 numérotés suivant une série annuelle et continue, conformes en ce qui concerne leur préparation et leur vérification à l'article 190.

2. Les correspondances-avion déposées à bord d'un navire en pleine mer, affranchies au moyen de timbres-poste du Pays auquel appartient ou dont dépend le navire, doivent être accompagnées, au moment de leur remise à découvert à l'Administration dans un port d'escale intermédiaire, d'un bordereau AV 2 ou, si le navire n'est pas équipé d'un bureau de poste, d'un relevé de poids qui doit servir de base à l'Administration intermédiaire pour réclamer les rémunérations pour le transport aérien. Le bordereau AV 2 ou le relevé de poids doit comprendre le poids des correspondances pour chaque Pays de destination, la date, le nom et le pavillon du navire, et être numéroté suivant une série annuelle continue pour chaque navire; ces indications sont vérifiées par le bureau auquel les correspondances sont remises par le navire.

ARTICLE 192

Bordereau de livraison

1. Les dépêches à remettre à l'aéroport sont accompagnées de cinq exemplaires au maximum, par escale aérienne, d'un bordereau de livraison de couleur blanche, conforme au modèle AV 7 ci-annexé.

2. Un exemplaire du bordereau de livraison AV 7 signé par le représentant de la compagnie aérienne chargée du service terrestre est conservé par le bureau expéditeur; les quatre autres exemplaires sont remis à la compagnie de transport aux fins suivantes:

- le premier, dûment signé à l'aéroport de débarquement contre livraison des dépêches, est conservé par le personnel de bord à l'intention de sa compagnie;
- le deuxième accompagne les dépêches au bureau de poste auquel le bordereau de livraison est adressé;
- le troisième est conservé, à l'aéroport d'embarquement, par la compagnie aérienne chargée du service terrestre;
- le quatrième est remis, à l'aéroport de débarquement, à la compagnie aérienne chargée, à cet aéroport, du service terrestre.

3. Lorsque les dépêches-avion sont transmises par voie de surface à une Administration intermédiaire pour être réacheminées par la voie aérienne, elles sont accompagnées d'un bordereau de livraison AV 7, à l'intention du bureau intermédiaire.

ARTICLE 193

Sacs collecteurs

1. Lorsque le nombre des sacs de faible poids, des enveloppes ou des paquets à transporter sur un même parcours aérien le justifie, les bureaux de poste chargés de la remise des dépêches-avion à la compagnie aérienne assurant le transport confectionnent, dans la mesure du possible, des sacs collecteurs.

2. Les étiquettes des sacs collecteurs doivent porter, en caractères très apparents, la mention «Sac collecteur»; les Administrations intéressées se mettent d'accord quant à l'adresse à porter sur ces étiquettes.

3. Les dépêches insérées dans un sac collecteur doivent être inscrites individuellement sur le bordereau AV 7, avec indication qu'elles sont contenues dans un sac collecteur.

ARTICLE 194

Transbordement des dépêches-avion

1. Sauf entente spéciale entre les Administrations intéressées, le transbordement des dépêches en cours de route, dans un même aéroport, est assuré par l'Administration du Pays où il a lieu; cette règle ne s'applique pas lorsque le transbordement s'effectue entre les appareils de deux lignes successives de la même entreprise de transport.

2. L'Administration du Pays de transit peut autoriser le transbordement direct d'avion à avion; le cas échéant, l'entreprise de transport est tenue d'envoyer au bureau d'échange du Pays où a lieu le transbordement un document avec tous les détails concernant l'opération.

ARTICLE 195

Renvoi des sacs-avion vides

1. Les sacs-avion vides doivent être renvoyés à l'Administration d'origine suivant les règles de l'article 164. Toutefois, la formation de dépêches spéciales est obligatoire dès que le nombre des sacs de l'espèce atteint dix.

2. Les sacs-avion vides renvoyés par la voie aérienne font l'objet de dépêches spéciales décrites sur des bordereaux conformes au modèle AV 7 S ci-annexé.

3. Moyennant accord préalable, une Administration peut utiliser pour la formation de ses dépêches les sacs appartenant à l'Administration de destination.

ARTICLE 196

Mesures à prendre en cas d'interruption de vol ou de déviation de dépêches

1. Lorsqu'un avion interrompt son voyage pour une durée susceptible de causer du retard au courrier ou lorsque, pour une cause quelconque, il livre le courrier à un aéroport autre que celui qui est indiqué sur le bordereau AV 7, les dépêches sont prises en charge par les agents de l'Administration du Pays où a lieu l'escale. Ceux-ci les réacheminent par les voies les plus rapides (aériennes ou de surface).

2. Le bureau ayant assuré le réacheminement est tenu en l'occurrence d'informer le bureau d'origine de chaque dépêche par bulletin de vérification, en y indiquant notamment le service aérien qui l'a livrée et celui qui a été emprunté pour le réacheminement jusqu'à destination.

ARTICLE 197

Mesures à prendre en cas d'accident

1. Lorsque, par suite d'un accident survenu en cours de transport, un avion ne peut poursuivre son voyage et livrer le courrier aux escales prévues, le personnel de bord doit remettre les dépêches au bureau de poste le plus proche du lieu de l'accident ou le plus qualifié pour le réacheminement du courrier. En cas d'empêchement du personnel de bord, ce bureau, informé de l'accident, intervient sans délai, pour prendre livraison du courrier et le faire réacheminer à destination par les voies les plus rapides, après constatation de l'état et, éventuellement, remise en état des correspondances endommagées.

2. L'Administration du Pays où l'accident s'est produit doit renseigner télégraphiquement toutes les Administrations des escales précédentes sur le sort du courrier, lesquelles avisent à leur tour par télégramme toutes les autres Administrations intéressées.

3. Les Administrations qui ont embarqué du courrier sur l'avion accidenté doivent envoyer une copie des bordereaux de livraison AV 7 à l'Administration du Pays où l'accident s'est produit.

4. Le bureau qualifié signale ensuite, par bulletin de vérification, aux bureaux de destination des dépêches accidentées, les détails des circonstances de l'accident et des constatations faites; une copie de chaque bulletin est adressée aux bureaux d'origine des dépêches correspondantes et une autre à l'Administration du Pays dont dépend la compagnie aérienne. Ces documents sont expédiés par la voie la plus rapide (aérienne ou de surface).

CHAPITRE II
COMPTABILITÉ. RÈGLEMENT DES COMPTES

ARTICLE 198

Modes de décompte des rémunérations pour le transport aérien

1. Le décompte des rémunérations pour le transport aérien est effectué conformément aux articles 64 et 65 de la Convention. La période du décompte peut être d'un mois ou de trois mois au choix de l'Administration créancière.

2. Par dérogation au § 1, les Administrations peuvent, d'un commun accord, décider que les règlements de compte pour les dépêches-avion auront lieu d'après des relevés statistiques; dans ce cas, elles fixent elles-mêmes les modalités de confection des statistiques et d'établissement des comptes.

ARTICLE 199

Modes de décompte des frais de transit de surface relatifs aux dépêches-avion

Si les dépêches-avion transportées par voie de surface ne sont pas comprises dans les statistiques prévues à l'article 165, les frais de transit territorial ou maritime relatifs à ces dépêches-avion sont établis d'après leur poids brut réel indiqué sur les bordereaux AV 7.

ARTICLE 200

Etablissement des relevés de poids

1. Chaque Administration créancière prend note, sur un relevé conforme au modèle AV 3 ci-annexé, des indications relatives aux dépêches-avion portées sur les formules AV 7. Les dépêches transportées sur un même parcours aérien sont décrites sur ce relevé par bureau d'origine, puis par Pays et bureau de destination et pour chaque bureau de destination, dans l'ordre chronologique des dépêches.

2. En ce qui concerne les correspondances parvenues à découvert soit par la voie de surface, soit par la voie aérienne et réacheminées par la voie aérienne, l'Administration créancière établit, d'après les indications figurant sur les bordereaux AV 2, un relevé conforme au modèle AV 4 ci-annexé.

3. Les relevés AV 3 sont établis mensuellement ou trimestriellement, au choix de l'Administration créancière.

4. Les relevés AV 4 sont établis lorsque chacune des périodes de statistique prévues à l'article 189, § 1, est terminée. Si les comptes doivent être établis d'après le poids réel des correspondances-avion à découvert, les relevés AV 4 sont établis selon la périodicité prévue au § 3 pour les relevés AV 3.

5. Si l'Administration débitrice le demande, des relevés AV 3 et AV 4 séparés sont établis pour chaque bureau d'échange expéditeur de dépêches-avion ou de correspondances-avion en transit à découvert.

ARTICLE 201

Transmission et acceptation des relevés de poids AV 3 et AV 4 et des comptes particuliers AV 5

1. Aussitôt que possible, et dans le délai maximal de six mois après la fin de la période à laquelle ils se rapportent, l'Administration créancière établit simultanément les relevés AV 3, les relevés AV 4 pour les cas des correspondances-avion à découvert dont le paiement des rémunérations est effectué sur la base du poids réel, et les comptes particuliers correspondants; elle les transmet ensemble en double expédition à l'Administration débitrice. Les comptes particuliers sont établis sur une formule conforme au modèle AV 5 ci-annexé qui indique les rémunérations pour le transport revenant à l'Administration créancière pour la période considérée. L'Administration débitrice peut refuser d'accepter des comptes qui ne lui ont pas été transmis dans le délai de six mois visé ci-dessus.

2. Les comptes particuliers AV 5 — à majorer de 5% pour les correspondances-avion en transit à découvert — sont établis mensuellement ou trimestriellement sur la base des poids bruts des dépêches et des poids nets des envois à découvert figurant sur les relevés AV 3 et AV 4. Dans le solde, il est fait abandon des centimes.

3. Après avoir vérifié les relevés AV 3 et AV 4 et accepté les comptes particuliers AV 5 correspondants, l'Administration débitrice fait parvenir à l'Administration créancière un exemplaire des comptes AV 5. Si les vérifications font apparaître des divergences, les relevés AV 3 et AV 4 rectifiés doivent être adressés à l'Administration créancière à l'appui des comptes AV 5 dûment modifiés et acceptés. L'Administration créancière qui n'a reçu aucune observation rectificative dans un délai de quatre mois à compter du jour de l'envoi, considère les comptes comme admis de plein droit.

4. Les comptes AV 5 établis mensuellement sont résumés par l'Administration créancière dans un compte récapitulatif de poste aérienne trimestriel ou semestriel, selon entente entre les Administrations intéressées.

5. En ce qui concerne les correspondances-avion à découvert pour lesquelles le paiement des rémunérations est effectué sur la base des statistiques, les sommes y afférentes sont calculées d'après les relevés AV 4 correspondants, multipliés par 13, avec majoration de 5%. Le montant total est compris dans un compte AV 5 spécial ou dans le premier compte établi selon le § 1 ci-dessus et le délai d'acceptation par l'Administration débitrice est fixé à deux mois.

6. Les différences dans les comptes ne sont pas prises en considération si elles ne dépassent pas au total 10 francs par compte.

7. Sauf entente spéciale entre les Administrations intéressées, les relevés AV 3 et AV 4 et les comptes particuliers AV 5 correspondants sont toujours transmis par la voie postale la plus rapide (aérienne ou de surface).

8. Si le total des comptes particuliers AV 5 ne dépasse pas 25 francs-or par an, l'Administration débitrice est exonérée de tout paiement.

CHAPITRE III

RENSEIGNEMENTS A FOURNIR PAR LES ADMINISTRATIONS ET PAR LE BUREAU INTERNATIONAL

ARTICLE 202

Renseignements à fournir par les Administrations

1. Chaque Administration fait parvenir au Bureau international, sur des formules qui lui sont envoyées par celui-ci, les renseignements utiles concernant l'exécution du service postal aérien. Ces renseignements comportent, notamment, les indications ci-après:

a) à l'égard du service intérieur:

- 1° les régions et les villes principales sur lesquelles les dépêches ou les correspondances-avion originaires de l'étranger sont réexpédiées par des services aériens internes;
- 2° les taux de rémunération par kilogramme, calculés selon l'article 64, § 3, de la Convention, et leur date d'application;

b) à l'égard du service international:

- 1° les décisions prises au sujet de l'application de certaines dispositions facultatives concernant la poste aérienne;
- 2° les taux, par kilogramme, des rémunérations qu'elle perçoit directement, selon l'article 66, §§ 1 à 3, de la Convention, et leur date d'application;
- 3° les Pays pour lesquels elle forme des dépêches-avion;
- 4° les bureaux effectuant le transbordement des dépêches-avion en transit d'une ligne aérienne à une autre et le minimum de temps nécessaire pour les opérations du transbordement des dépêches-avion;
- 5° les taux de transport aérien fixés pour le réacheminement des correspondances-avion reçues à découvert s'il est fait usage du système de taux moyens pondérés prévu à l'article 65, § 1, de la Convention ou du système des tarifs moyens selon le § 2 du même article.
- 6° les surtaxes aériennes ou les taxes combinées pour les différentes catégories de correspondances-avion et pour les différents Pays, avec indication des noms des Pays pour lesquels le service de courrier non surtaxé est admis.

2. Toutes modifications aux renseignements visés sous le § 1 doivent être transmises sans retard au Bureau international par la voie la plus rapide.

3. Les Administrations peuvent s'entendre pour se communiquer directement les informations relatives aux services aériens qui les intéressent, plus spécialement les horaires et les heures-limites auxquelles les correspondances-avion provenant de l'étranger doivent arriver pour atteindre les diverses distributions.

ARTICLE 203

Documentation à fournir par le Bureau international

1. Le Bureau international est chargé d'élaborer et de distribuer aux Administrations les documents suivants:

- a) « Liste générale des services aéropostaux » (dite « Liste AV 1 ») publiée au moyen des informations fournies par application de l'article 202, § 1;
- b) « Liste des distances aéropostales » établie en coopération avec les transporteurs aériens et publiée sous réserve de l'accord des Administrations sur son contenu;
- c) « Liste des surtaxes aériennes » (article 202, § 1, lettre b), chiffre 6°.

2. Le Bureau International est également chargé de fournir aux Administrations, à leur demande et à titre onéreux, des cartes et horaires aériens régulièrement édités par un organisme privé spécialisé et reconnus comme répondant le mieux aux besoins des services postaux aériens.

3. Toutes modifications aux documents visés au § 1 ainsi que la date de mise en vigueur de ces modifications sont portées à la connaissance des Administrations par la voie la plus rapide (aérienne ou de surface) dans les moindres délais et sous la forme la mieux appropriée.

QUATRIÈME PARTIE

Dispositions finales

ARTICLE 204

Mise à exécution et durée du Règlement

1. Le présent Règlement sera exécutoire à partir du jour de la mise en vigueur de la Convention postale universelle.

2. Il aura la même durée que cette Convention, à moins qu'il ne soit renouvelé d'un commun accord entre les Parties intéressées.

Fait à Vienne, le 10 juillet 1964.

[The signatures appearing here in the original correspond to those on pages 1458–1473.]

LISTE DES FORMULES

N° 1	Dénomination ou nature de la formule 2	Références 3
C 1	Etiquette «Douane»	art.117, § 1
C 2	Déclaration en douane	art.117, § 2
C 3	Bulletin d'affranchissement.	art.118, § 2
C 4	Etiquette «R», combinée avec le nom du bureau d'origine et le numéro de l'envoi	art.136, § 4
C 5	Avis de { réception palement }	art.137, § 2
C 6	Enveloppe collectrice pour la réexpédition d'envois de la poste aux lettres	art.145, § 1
C 7	Demande { de retrait de modification d'adresse }	art.147, § 1
C 8	Reclamation concernant un envoi ordinaire	art.149, § 1
C 9	Reclamation concernant un envoi recommandé, une lettre ou une boîte avec valeur déclarée ou un colis postal.	art.150, § 1
C 10	Avis concernant l'emploi présumé frauduleux de timbres-poste, d'empreintes de machines à affranchir ou de presses d'imprimerie.	art.179, § 1, lettre a)
C 11	Procès-verbal concernant l'emploi présumé frauduleux de timbres-poste, d'empreintes de machines à affranchir ou de presses d'imprimerie	art.179, § 1, lettre b)
C 12	Feuille d'avis pour l'échange des dépêches.	art.153, § 1
C 13	Liste spéciale.	art.153, § 2, lettre c)
C 14	Bulletin de vérification concernant l'échange des dépêches.	art.158, § 1
C 15	Feuille d'avis spéciale avec données statistiques	art.167, § 1
C 16	Bulletin de vérification concernant les données statistiques	art.167, § 3
C 17	Relevé statistique des dépêches en transit	art.168, § 1
C 18	Bordereau de livraison des dépêches	art.157, § 1
C 19	Bulletin de transit concernant la statistique des dépêches	art.170, § 1
C 20	Compte particulier des frais de transit.	art.173, § 7
C 21	Relevé des frais de transit	art.174, § 2
C 22	Coupon-réponse international	art.180, § 1
C 23	Relevé particulier des coupons-réponse	art.180, § 5
C 24	Relevé récapitulatif des coupons-réponse.	art.180, § 7
C 25	Carte d'identité postale	art.106, § 2
C 26	Compte particulier mensuel des frais de douane, etc.	art.181, § 1
C 27	Bulletin d'essai pour déterminer le parcours le plus favorable d'une dépêche de lettres ou de colis.	art.159
C 28	Etiquette de dépêche	art.156, § 5
C 29	Correspondance courante	art.177
C 30	Etiquettes de liasses	art.156, § 1
AV 1	Liste générale des services aéropostaux, Liste AV 1	art.203, § 1, lettre a)
AV 2	Bordereau des poids des correspondances-avion { non recommandées recommandées }	art.189, § 2
AV 3	Relevé de poids des dépêches-avion.	art.200, § 1
AV 4	Relevé de poids des correspondances-avion à découvert.	art.200, § 2
AV 5	Compte particulier concernant le courrier-avion	art.201, § 1
AV 7	Bordereau de livraison des dépêches-avion	art.192, § 1
AV 7 S	Bordereau de livraison des dépêches-avion de sacs vides.	art.195, § 2
AV 8	Etiquette de sac-avion	art.187, § 3
AV 9	Enveloppe pour la confection de dépêches-avion	art.187, § 1
AV 10	Etiquettes de liasses	art.186, § 1

ANNEXES:

FORMULES C 1 à C 30, AV 1 à AV 5, AV 7 à AV 10

Convention, Vienne 1964, art. 117, §1 — Dimensions: 52 x 74 mm, couleur verte

(Verso)

TIAS 5881

(Recto)

ADMINISTRATION DES POSTES

C 2

d

DÉCLARATION EN DOUANE

LIEU DE DESTINATION

(1) Lettre, petit paquet, boîte avec valeur déclarée, etc.

Conventions Vienna 1964 art. 117 § 3 Dimensions: 210 x 148 mm

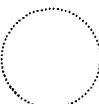
C 2 (Verso)

Avis

Les autorités douanières à l'étranger doivent savoir exactement ce que contient votre envoi. Si la déclaration en douane (voir au recto) ne donne pas des informations suffisantes, les autorités précitées peuvent ouvrir l'envoi ou demander au destinataire des détails supplémentaires. Pour éviter tout retard et inconvénient, détaillez d'une manière précise chaque partie du contenu. Les descriptions générales telles que «comestibles», «vêtements» ou «cadeau» ne suffisent pas. **Une déclaration fausse ou incomplète peut entraîner la saisie de l'envoi ou des sanctions.**

DÉTAIL DES FRAIS DUS (dans la monnaie du Pays de destination de l'envoi)		Partie B Partie à remplir par l'Administration de destination	
Taxe de commission		TOTAL DES FRAIS DÉBORSES - en chiffres arabes - (dans la monnaie du Pays de destination de l'envoi)	
Droits de douane		Date de l'avance	N° du registre
Taxe de dédouanement		Bureau qui a fait l'avance	Signature de l'agent
Autres frais			
Total			
Timbre du bureau qui a fait l'avance des frais			

Partie B
(verso)

COUPON Timbre du bureau d'origine 	Partie A ADMINISTRATION DES POSTES d	Timbre du bureau d'origine 
BULLETIN D'AFFRANCHISSEMENT		
L (*) n° (*) d..... avec valeur déclarée de fr, expédié... par		
à		
à l'adresse de		
(Rue et numéro)		
(Lieu de destination) - (Pays de destination)		Signature de l'expéditeur:
doit être remis... franc... de taxes et droits. Le soussigné s'engage à payer ces taxes et droits.		
A renvoyer au bureau		
(Indiquer le nom du bureau chargé du recouvrement des frais ou, le cas échéant, celui du bureau auquel la formule doit être renvoyée.)		
(*) Nature de l'envoi (lettre, petit paquet, etc.). (*) Biffer s'il y a lieu.		

C 3
Bord supérieur de la formule lorsque les parties A et B sont repliées l'une sur l'autre

Partie A
(recto)

Convention, Vienne 1964, art.118, § 2 – Dimensions: 148 x 105 mm, couleur jaune

C 3 (fin)

Coupon à remettre à l'expéditeur après encaissement des frais DÉTAIL DES FRAIS DUS <small>(dans la monnaie du Pays de destination de l'envoi)</small>		Partie A Partie à remplir par l'Administration de destination TOTAL DES FRAIS DÉBORRÉS <small>(Voir le détail sur le coupon)</small> <small>— en chiffres arabes —</small> <small>(dans la monnaie du Pays de destination de l'envoi)</small>		Timbre du bureau qui a fait l'avance des frais
Taxe de commission Droits de douane Taxe de dédouanement Autres frais Total 		Date de l'avance	N° du registre	Bureau qui a fait l'avance
				Signature de l'agent
<small>soit</small> <small>(Monnaie du Pays d'origine de l'envoi)</small> <small>Timbre du bureau qui a recouvré les frais</small> 		Partie à remplir par l'Administration d'origine <small>— en chiffres arabes —</small> <small>soit</small> <small>(après conversion dans la monnaie du Pays d'origine de l'envoi)</small>		
		Registre d'arrivée	Convertis par (Signature de l'agent)	Timbre du bureau qui a recouvré les frais
		N°		
C 3				
ADMINISTRATION DES POSTES d BULLETIN D'AFFRANCHISSEMENT L (1) n° (?) d avec valeur déclarée de fr. expédié... par à à l'adresse de <small>(Rue et numéro)</small>				
<small>(Lieu de destination)</small> doit être remis... franc... de taxes et droits.		<small>(Pays de destination)</small> Signature de l'expéditeur:		
Le soussigné s'engage à payer ces taxes et droits.				
<small>(1) Nature de l'envoi (lettre, petit paquet, etc.).</small>		<small>(2) Ciffer s'il y a lieu.</small>		

Partie A
(verso)Partie B
(recto)

C 4



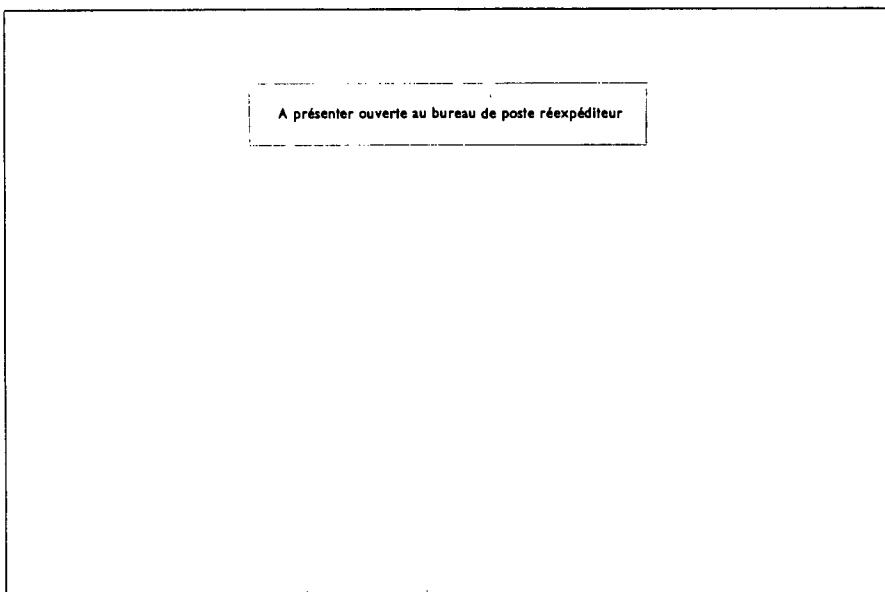
Convention, Vienne 1964, art.136, § 4 – Dimensions: 37 x 13 mm

(Recto)

ADMINISTRATION DES POSTES	d	C 6
SERVICE DES POSTES		Timbre à date
(1)		
ENVELOPPE COLLECTRICE (*)		
pour la réexpédition d'envois de la poste aux lettres (*) (cette enveloppe peut être ouverte par le bureau distributeur)		
<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> Adresse exacte du destinataire: (Nom du destinataire) (*) </div> <div style="display: flex; justify-content: space-between;"> <div style="flex: 1; padding: 5px;"> Aux soins de (*) (Rue et numéro) </div> <div style="flex: 1; padding: 5px;"> (Lieu ou bureau de destination) (Pays de destination) </div> </div>		
(*) S'il y a des taxes à percevoir, appliquer le timbre T au milieu de la partie supérieure de l'enveloppe collectrice. (*) Le poids de l'enveloppe et de son contenu ne doit pas dépasser 500 grammes (18 onces). (*) Les envois doivent être présentés aux douaniers et ceux qui pourraient occasionner des déchirures. (*) Si les envois sont destinés aux marins ou passagers embarqués sur un même navire, ou à des personnes prenant part en commun à un voyage, l'enveloppe collectrice est munie de l'adresse du navire ou de l'agence à qui les envois doivent être remis. (*) Biffer cette indication, s'il y a lieu.		

Convention, Vienne 1964, art.145, § 1 – Dimensions: 229 x 162 mm

(Verso)



ADMINISTRATION DES POSTES

d

BUREAU d.....

C 7

(Page 1)

DEMANDE

(¹) { de retrait
de modification d'adresse
d'annulation ou de modification du montant du remboursement

adressée à
(Bureau de destination ou service désigné pour l'extramise)

DEMANDE PAR VOIE POSTALE (¹)

(A transmettre sous pli recommandé et aux frais du requérant, par voie aérienne si celui-ci en exprime le désir)

I. Demande de retrait (¹)

Prière de renvoyer par voie (¹) de surface au bureau d
sérienne (bureau d'origine)
pour être remis.... à l'expéditeur, I.....
n° (¹) expédié.... le (nature de l'envoi) 19.....
et dont (¹) l'enveloppe la suscription est conforme au fac-similé ci-joint.

II. Demande de modification d'adresse (¹)

Prière de remplacer (ancienne indication)
par (nouvelle indication)

sur la suscription de I (nature de l'envoi)
n° (¹) expédié.... le 19.....
du bureau d
et dont (¹) l'enveloppe la suscription est conforme au fac-similé ci-joint.
L'envoi doit être réexpédié par voie (¹) de surface
sérienne

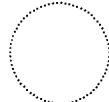
III. Demande d'annulation ou de modification du montant du remboursement (¹)

Prière (¹) { d'annuler
de réduire à (montant, les unités en toutes lettres)
de porter à le remboursement gavant
I..... n° du bureau d.....
adressé.... le 19..... à (adresse exacte du destinataire)

et dont (¹) l'enveloppe la suscription est conforme au fac-similé ci-joint.
Ci-joint le mandat de remboursement rectifié (¹).

....., le 19....., le 19.....

Timbre du bureau



Le chef du bureau
d'où émane la demande:

Signature de l'expéditeur:

(¹) Biffer ce qui ne convient pas.
(²) En cas de transmission par voie télégraphique, biffer ce tableau et remplir le verso.

Convention, Vienne 1964, art. 147, § 1 — Dimensions: 210 x 297 mm

TIAS 5881

(C 7 Page 2)

DEMANDE PAR VOIE TÉLÉGRAPHIQUE ⁽¹⁾ ⁽²⁾ (Télégramme aux frais du requérant)		
I. Demande de retrait⁽³⁾		
<p>(⁽⁴⁾) Postbur Postex Postgen</p> <p>Renvoyer par voie⁽⁴⁾ <u>surface</u> aérienne (nature de l'envol)</p> <p>n°⁽⁴⁾ de⁽⁴⁾ adressé... le 19.....</p> <p>à (nom du bureau de dépôt)⁽⁴⁾</p> <p>à (adresse exacte du destinataire)</p> <p>(Description: Indication éventuelle de l'expéditeur, format et couleur de l'envol, cachet éventuel, annotations et signes de toute nature)</p>		
Postbur – Postex – Postgen ⁽⁴⁾ (Sans signature)		
II. Demande de modification d'adresse⁽⁵⁾ ⁽⁶⁾		
<p>(⁽⁴⁾) Postbur Postex Postgen</p> <p>Remplacer (ancienne indication)</p> <p>par (nouvelle indication)</p> <p>sur (nature de l'envol)</p> <p>n°⁽⁴⁾ de⁽⁴⁾ adressé... le 19.....</p> <p>à (nom du bureau de dépôt)⁽⁴⁾</p> <p>à (adresse exacte du destinataire)</p> <p>Envoi à réexpédier par voie⁽⁴⁾ <u>surface</u> aérienne</p> <p>(Description: Indication éventuelle de l'expéditeur, format et couleur de l'envol, cachet éventuel, annotations et signes de toute nature)</p>		
Postbur – Postex – Postgen ⁽⁴⁾ (Sans signature)		
III. Demande d'annulation ou de modification du montant du remboursement⁽⁷⁾ ⁽⁸⁾		
<p>(⁽⁴⁾) Postbur Postex Postgen</p> <p>Annuler remboursement</p> <p>Réduire à (nouveau montant, les unités en toutes lettres)</p> <p>Porter à (nature de l'envol)</p> <p>n° de⁽⁴⁾ adressé... le 19.....</p> <p>à (nom du bureau de dépôt)⁽⁴⁾</p> <p>à (adresse exacte du destinataire)</p>		
Postbur – Postex – Postgen ⁽⁴⁾ (Sans signature)		
<p>Timbre du bureau d'où émane la demande</p> 	<p>, le 19..... , le 19.....</p> <p>Le chef du bureau d'où émane la demande:</p>	<p>Signature de l'expéditeur:</p>
<small> (*) Si la demande est transmise par voie postale, biffer ce tableau. (**) Envoyer un message télégraphique de l'U.P.U., établir une minute pour le Télégraphe. (3) Biffer ce qui ne convient pas. (4) Lorsque la demande est transmise par l'intermédiaire de l'Administration centrale ou d'un bureau spécialement désigné. (5) S'il s'agit de lettres et de boîtes avec valeur déclarée, de colis avec valeur déclarée ou de mandats de poste, confirmer la demande par premier courrier postal. (6) Confirmer la demande par premier courrier postal. </small>		

(C 7 Page 3)

PARTIE A DÉTACHER ET A RENVOYER AU BUREAU D (1) (?)	
POUR EN INFORMER L'EXPÉDITEUR	
(Nom)	
(Adresse)	
Désignation de l'envoi (1)	
Nature de l'envoi: n° Bureau de dépôt:	
Adresse de l'expéditeur {	(Nom ou raison sociale)
	(Rue et numéro)
	à (Localité) (Pays)
Adresse du destinataire {	(Nom ou raison sociale)
	(Rue et numéro)
	(Lieu de destination) (Pays de destination)
A REMPLIR DANS LE SERVICE DE DESTINATION	
I. Demande de retrait (1)	
L'envoi en question est dûment renvoyé à l'origine par voie (1) <u>de surface.</u> aérienne.	
II. Demande de modification d'adresse (1)	
L'envoi en question est dûment réexpédié par voie (1) <u>de surface</u> à aérienne.	
III. Demande d'annulation ou de modification du montant du remboursement (1)	
Le montant du remboursement en question est dûment (1) <u>annulé,</u> <u>réduit à</u> <u>porté à</u>	
IV. Divers (1)	
a) L'envoi en question (1) <u>a déjà été livré au destinataire.</u> <u>a été saisi en vertu de la législation interne de ce Pays.</u>	
b) La demande par voie télégraphique n'étant pas explicite pour permettre de donner la suite nécessaire, prière de communiquer dans le détail (1).	
c) La recherche a été infructueuse (1).	
Timbre du bureau le 19.....	
Le chef du bureau de destination:	
<small>(1) A remplir par le bureau d'où émane la demande. (2) Sauf lorsque le fait est signalé par voie télégraphique. (3) Bliffer ce qui ne convient pas.</small>	

ADMINISTRATION DES POSTES
d
BUREAU d.....

C 8 (Recto)

Timbre du bureau
expéditeur de la demande

RÉCLAMATION

concernant un envoi ordinaire

(Une seule formule suffit pour plusieurs envois déposés simultanément au même bureau par le même expéditeur à la même adresse)

I. Renseignements à fournir par le réclamant (Expéditeur ou destinataire)	
Demandes 1	Réponses 2
Indiquer: 1° la nature de l'envoi (lettre, carte postale, journal ou autre imprimé, échantillon, petit paquet, etc.) et, le cas échéant, s'il s'agit d'un envoi exprès ou avion
2° l'adresse portée sur l'envoi
- Celle-ci était-elle écrite sur l'envoi, collée ou attachée ?
- Un fac-similé de la signature de l'envoi est-il annexé ?
3° l'adresse exacte du destinataire
4° la date précise ou approximative du dépôt à la poste
5° le nom et l'adresse exacte de l'expéditeur
6° le contenu de l'envoi, d'une manière aussi exacte et complète que possible
7° les dimensions de l'envoi
8° la personne (expéditeur ou destinataire) à qui l'envoi, s'il est retrouvé, doit être remis
II. Renseignements à fournir par l'expéditeur	
Indiquer: 9° la date et l'heure du dépôt de l'envoi à la poste
10° le nom du bureau de poste ou l'emplacement de la boîte aux lettres où l'envoi a été déposé
- Le dépôt a-t-il été effectué par l'expéditeur lui-même ou par un tiers ?
- Dans ce dernier cas, par quelle personne ?
11° la valeur de l'affranchissement de l'envoi
- Celui-ci était-il affranchi pour la transmission par voie aérienne ou par voie de surface ?
- Portait-il la mention «Par express» ou «Par avion» ?

Convention, Vienne 1964, art. 145, § 1 - Dimensions: 210 x 297 mm

C 8 (Verso)

III. Renseignements particuliers du bureau d'origine

La présente formule doit être renvoyée à

C 9 (Recto)

ADMINISTRATION DES POSTES

d
Bureau d.....Timbre du bureau
d'origine

RÉCLAMATION

concernant un envoi recommandé, une lettre ou une boîte avec valeur déclarée ou un colis postal

(Une seule forme suffit pour plusieurs envois remis simultanément au même bureau par le même expéditeur et expédiés par la même voie à la même adresse)

Motif de la réclamation: perte/spoliation/avarie/retard (')

Catégorie de l'envoi ('): avion/exprès/urgent (')

Valeur déclarée ('): Remboursement ('):

Bureau de dépôt: Numéro de dépôt:

Date de dépôt: Poids ('):

Expéditeur:

Nom et adresse complète du destinataire:

Contenu (description exacte):

L'envoi faisait-il l'objet d'une demande d'avis de réception? (') oui
nonUn fac-similé de la suscription de l'envoi (') est
n'est pas annexé.

Description extérieure ('):

1 A remplir dans le service d'origine

A - par le bureau d'origine
et les bureaux réexpéditeurs
(')

Compris dans la dépêche-(') avion
surface
du 19..... (....e.... envoi) pour
Compris dans la dépêche-(') avion
surface
du 19..... (....e.... envoi) pour
Compris dans la dépêche-(') avion
surface
du 19..... (....e.... envoi) pour

B - par le bureau d'échange
du Pays d'origine
(')

L'envoi susmentionné a (') été
dû être inséré dans la dépêche-(') avion n° du bureau
d'échange d..... du 19.....
pour le bureau d'échange d.....
(') Il a été inscrit sous le n° (') de la feuille d'envoi (VD 3) n°
de la feuille de route (CP 11 ou CP 20) n°
(') Inscription globale

Timbre du bureau



- (') Biffer ce qui ne convient pas.
(') Lettre, carte postale, imprimé, échantillon, recommandé, etc. – Lettre ou boîte avec valeur déclarée – Colis postal.
(*) Indiquer le montant et préciser la monnaie.
(*) Ne concerne pas les envois de la poste aux lettres.

Convention, Vienne 1964, art.150, § 1 – Dimensions: 210 x 297 mm

2 A remplir dans les services intermédiaires ou dans le service de destination en cas de renvoi ou de réexpédition (voir tableau 3 B)

	<p>L'envoi désigné d'autre part a (1) <u>été</u> <u>dû être</u> inséré dans la dépêche-(1) <u>avion</u> <u>surface</u> n° du bureau d'échange d..... du 19..... pour le bureau d'échange d.....</p> <p>(1) Il a été inscrit sous le n° (1) du tableau V de la feuille d'avis (C 12) ou de la liste spéciale (C 13) n° de la feuille d'envoi (VD 3) n° de la feuille de route (CP 11 ou CP 20) n°</p> <p>(1) Inscription globale Signature:</p> <p>L'envoi désigné d'autre part a (1) <u>été</u> <u>dû être</u> inséré dans la dépêche-(1) <u>avion</u> <u>surface</u> n° du bureau d'échange d..... du 19..... pour le bureau d'échange d.....</p> <p>(1) Il a été inscrit sous le n° (1) du tableau V de la feuille d'avis (C 12) ou de la liste spéciale (C 13) n° de la feuille d'envoi (VD 3) n° de la feuille de route (CP 11 ou CP 20) n°</p> <p>(1) Inscription globale Signature:</p>	<p>C 9 (Verso)</p> <p>Timbre du bureau</p>
--	---	--

3 A remplir dans le service de destination

	<p>(1) Le soussigné déclare que l'envoi désigné d'autre part a été dûment livré à l'ayant droit le 19.....</p> <p>Le montant du remboursement a été transmis à l'expéditeur de l'envoi par mandat n° le 19.....</p> <p>Le montant du remboursement a été transmis au bureau des chèques postaux d par mandat n° le 19.....</p> <p>Le montant du remboursement a été mis en compte courant postal le 19.....</p> <p>Le chef du bureau distributeur:</p>	<p>(1)</p> <p>Timbre du bureau distributeur</p>
--	--	---

	<p>(1) Le soussigné déclare que l'envoi désigné d'autre part est encore en instance au bureau d.....</p> <p>a été renvoyé au bureau d'origine le 19..... (acheminement voir tableau 2)</p> <p>a été réexpédié le 19..... à (1)..... (acheminement voir tableau 2)</p> <p>n'est pas parvenu à destination. La déclaration du destinataire est ci-jointe.</p> <p>Le chef du bureau distributeur:</p>	<p>Timbre du bureau distributeur</p>
--	--	--------------------------------------

Réponse définitive

de l'Administration de destination ou, le cas échéant, de l'Administration Intermédiaire qui ne peut établir la transmission régulière de l'envoi réclamé à l'Administration suivante:

Les recherches ordonnées dans notre service sont demeurées infructueuses. Si l'envoi recherché n'est pas parvenu en retour à l'expéditeur, nous vous autorisons à dédommager le réclamant dans les limites réglementaires pour le compte de notre Administration. Le montant payé pourra être inscrit au débit de notre service dans un compte récapitulatif CP 16, sous mention de la référence

4 (1)

Les recherches ordonnées dans notre service sont demeurées infructueuses. En raison de l'inscription globale, il est impossible d'établir où la perte s'est produite. Si l'envoi recherché n'est pas parvenu en retour à l'expéditeur, le réclamant pourra être dédommagé à la charge de nos deux Administrations dans les limites réglementaires. La moitié du montant payé pourra être inscrit au débit de notre service dans un compte récapitulatif CP 16, sous mention de la référence

Autres communications éventuelles:

....., le 19..... Signature:

La présente formule doit être renvoyée à

(1) Biffer ce qui ne convient pas.

(2) En cas de livraison retardée. Indiquer succinctement le motif du retard au tableau 4, sous «Autres communications éventuelles».

(*) Indiquer l'adresse exacte et complète.

ADMINISTRATION DES POSTES

d

BUREAU d.....

C 10

Timbre du bureau
expéditeur

AVIS

concernant l'emploi présumé frauduleux

(¹) { de timbres-poste
d'empreintes de (¹) { machines à affranchir
presses d'imprimerie

Avis de l'expédition (¹), sous recommandation, de l'envoi de la poste aux lettres décrit ci-après, paraissant revêtu

(¹) { d'un timbre-poste (¹) { contrefait
déjà employé
(¹) { d'une empreinte (¹) { contrefaite
déjà employée de machine à affranchir
d'une empreinte (¹) { contrefaite
déjà employée de presse d'imprimerie

Nature de l'envoi:

Bureau d'origine:

Date de dépôt:

Copie textuelle de l'adresse:

.....
.....

Irrégularité présumée:

.....
.....

Observations éventuelles:

.....
.....

Signature:

(¹) Biffer ce qui ne convient pas.
(¹) Outre l'envoi au bureau de destination, un exemplaire de la formule C 10 est transmis à chacune des Administrations d'origine et de destination.

Convention, Vienna 1964, art. 179, § 1, letter a) - Dimensions: 148 x 219 mm

C 11

ADMINISTRATION DES POSTES

d

Timbre du bureau
qui établit le procès-verbal

PROCÈS - VERBAL (*)

concernant l'emploi présumé frauduleux

(*) de timbres-poste (*) machines à affranchir
d'empreintes de presses d'imprimerie

Procès-verbal dressé à
par application de l'article 14 de la Convention postale universelle de Vienne 1964 et de l'article 179 de son Règlement
en l'an mil neuf cent , le

Nous soussigné, (*)
des postes à
agissant en vertu de l'article 14 de la Convention postale universelle de Vienne 1964 et de l'article 179 de son Règlement et assistant
à la vérification d'(*)
expédié..... le 19.... d'(*)

à l'adresse de

pesant et affranchi..... à raison de

avons constaté que cet envoi paraît être revêtu (*)
 d'un timbre-poste (*) contrefait
 d'une empreinte (*) déjà employée de machine à affranchir.
 d'une empreinte (*) contrefaite
 déjà employée de presse d'imprimerie.

Le destinataire nous a déclaré (*)
 que l'envoi a été expédié par (*).
 que l'expéditeur lui est inconnu,
 qu'il refuse de faire connaître l'expéditeur.

En conséquence,
 nous lui avons remis
 (*) nous avons saisi
 à l'effet de l..... transmettre à l'Administration des postes d'(*)

Observations éventuelles:

En foi de quoi nous avons dressé le présent procès-verbal, en simple expédition, pour qu'il y soit donné suite conformément
à l'article 14 de la Convention et à l'article 179 du Règlement susmentionnés.

Signature du destinataire ou de
son fondé de pouvoir:Signature de l'agent du bureau
qui établit le procès-verbal:

- (*) A transmettre sous recommandation à l'Administration d'origine.
- (*) Biffer ce qui ne convient pas.
- (*) Qualité de l'agent.
- (*) Nature de l'envol (lettre, carte postale, imprimé, échantillon, etc.).
- (*) Bureau d'origine.
- (*) Nom et adresse de l'expéditeur; s'il habite une grande ville, indiquer la rue et le numéro de la maison.
- (*) Administration d'origine de l'envol.

C 12 (Recto)

ADMINISTRATION EXPÉRIMENTALE

ADMINISTRATION RE DESTINATION

Timbre du bureau
d'échange expéditeur

FEUILLE D'AVIS

pour l'échange des dépêches

Timbre du bureau
d'échange de destination

Dépêche du bureau d'échange d.....
pour le bureau d'échange d.....
expédiée le 19..... à h min

L'agent du bureau d'échange expéditeur:

L'agent du bureau d'échange de destination

(*) Souligner la mention correspondante.
(*) Ne pas remplir lorsque la dépâche est formée une seule fois tous les jours.
(*) Il est facultatif d'utiliser le verso de la formula pour la suite du tableau V.

Convention, Vienna 1964, art. 153, § 1 – Dimensions: 210 x 297 mm

C1z (Verso)

V. Liste des envois recommandés (suite et fin) (*)

N° courant 1	Bureau d'origine 2	N° de l'envoi 3	Observations 4	N° courant 1	Bureau d'origine 2	N° de l'envoi 3	Observations 4
16				46			
17				47			
18				48			
19				49			
20				50			
21				51			
22				52			
23				53			
24				54			
25				55			
26				56			
27				57			
28				58			
29				59			
30				60			
31				61			
32				62			
33				63			
34				64			
35				65			
36				66			
37				67			
38				68			
39				69			
40				70			
41				71			
42				72			
43				73			
44				74			
45				75			

(*) Il est facultatif d'utiliser le verso de la formule pour la suite du tableau V.

C 13

ADMINISTRATION EXPÉDITRICE

ADMINISTRATION DE DESTINATION

Timbre du bureau
d'échange expéditeurTimbre du bureau
d'échange de destination

LISTE SPÉCIALE N°

Envois recommandés de la dépêche n° (1) du (2) 19....

d pour

Nº courant 1	Bureau d'origine 2	Nº de l'envol 3	Observations 4	Nº courant 1	Bureau d'origine 2	Nº de l'envol 3	Observations 4
1				31			
2				32			
3				33			
4				34			
5				35			
6				36			
7				37			
8				38			
9				39			
10				40			
11				41			
12				42			
13				43			
14				44			
15				45			
16				46			
17				47			
18				48			
19				49			
20				50			
21				51			
22				52			
23				53			
24				54			
25				55			
26				56			
27				57			
28				58			
29				59			
30				60			

L'agent du bureau d'échange expéditeur:

L'agent du bureau d'échange de destination:

(1) A remplir seulement pour les dépêches numérotées.

(2) A remplir seulement pour les dépêches non numérotées.

Convention, Vienna 1964, art. 158, § 1 - Dimensions: 148 x 210 mm

C15 (Recto)

ADMINISTRATION EXPÉDITRICE

ADMINISTRATION DE DESTINATION

Timbre du bureau
d'échange expéditeurTimbre du bureau
d'échange de destination

FEUILLE D'AVIS SPÉCIALE
avec données statistiques

Dépêche du bureau d'échange d
pour le bureau d'échange d
expédiée le 19..... à h mn

Nombre de sacs en transit dont le poids brut		
ne dépasse pas 5 kg (sacs légers) 1	dépasse 5 kg sans excéder 15 kg (sacs moyens) 2	dépasse 15 kg sans excéder 30 kg (sacs lourds) 3
Nombre de sacs exempts de frais de transit		
I. Envois ordinaires avion (*) II. Numéro, acheminement et nombre des sacs de la dépêche		
Numéro de la dépêche (*).		
Paquebot		
Via		
Sacs LC	Nombre	
Sacs AO		
Sacs collecteurs (S. C.)		
Pochette de sacs vides (S.V.)		
Total des sacs		
III. Récapitulation des envois inscrits		
Recommandés	Sacs } contenant des envois recommandés	Nombre
	Paquets }	
Listes spéciales d'envois recommandés		
Total des envois recommandés «Exempt» dans des sacs «ad hoc» (*)		
Valeurs	Sacs } contenant des envois avec valeur déclarée	Nombre
	Paquets }	
Feuilles d'envoi de lettres et de boîtes avec valeur déclarée		
Total des envois avec valeur déclarée		
IV. Indications de service		
Sacs employés pour la confection de la dépêche, appartenant à l'Administration expéditrice, y compris les sacs pour les envois recommandés à ceux qui sont réunis dans des sacs collecteurs		
Sacs vides en retour appartenant à l'Administration de destination		

V. Liste des envois recommandés (S'il n'y a pas d'envois recommandés, porter la mention «Néant»)			
N° courant 1	Bureau d'origine 2	N° de l'envol 3	Observations 4
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			(Suite éventuelle au verso) (*)

VI. Dépêches closes insérées dans la présente dépêche

Numéro de la dépêche 1	Bureau d'origine 2	Bureau de destination 3	Nombre des sacs ou paquets 4

L'agent du bureau d'échange expéditeur :

L'agent du bureau d'échange de destination :

(*) Souligner la mention correspondante.

(*) Ne pas remplir lorsque la dépêche est formée une seule fois tous les jours.

(*) Ne remplir que lorsque les envois recommandés «Exempt» (art. 48 de la Convention) ont été insérés dans les sacs «ad hoc» (art. 166, § 3).

(*) Il est facultatif d'utiliser le verso de la formule pour la suite du tableau.

C 15 (Verso)

V. Liste des envois recommandés (suite et fin) (*)

N° courant 1	Bureau d'origine 2	N° de l'envol 3	Observations 4	N° courant 1	Bureau d'origine 2	N° de l'envol 3	Observations 4
16				46			
17				47			
18				48			
19				49			
20				50			
21				51			
22				52			
23				53			
24				54			
25				55			
26				56			
27				57			
28				58			
29				59			
30				60			
31				61			
32				62			
33				63			
34				64			
35				65			
36				66			
37				67			
38				68			
39				69			
40				70			
41				71			
42				72			
43				73			
44				74			
45				75			

(*) Il est facultatif d'utiliser le verso de la formule pour la suite du tableau V.

ADMINISTRATION DES POSTES		C 16																	
d																			
BUREAU d																			
Timbre du bureau expéditeur du bulletin 		Timbre du bureau de destination du bulletin 																	
BULLETIN DE VÉRIFICATION N° (*) concernant les données statistiques Erreurs et irrégularités constatées dans la dépêche n° (*)																			
du bureau d'échange d																			
pour le bureau d'échange d																			
expédiée le : 19....., à h mn																			
<table border="1" style="width: 100%;"> <thead> <tr> <th rowspan="2" style="text-align: left; padding: 5px;">Transit en dépêches closes</th> <th colspan="2" style="text-align: center; padding: 5px;">Nombre de sacs</th> </tr> <tr> <th style="text-align: center; padding: 5px;">d'après la déclaration du bureau expéditeur 1</th> <th style="text-align: center; padding: 5px;">d'après la constatation du bureau de destination 2</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">a) Sacs légers (jusqu'à 5 kg)</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Sacs moyens (de plus de 5 jusqu'à 15 kg)</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">Sacs lourds (de plus de 15 jusqu'à 30 kg)</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> <tr> <td style="padding: 5px;">b) Sacs exempts de frais de transit.....</td> <td style="padding: 5px;"></td> <td style="padding: 5px;"></td> </tr> </tbody> </table>			Transit en dépêches closes	Nombre de sacs		d'après la déclaration du bureau expéditeur 1	d'après la constatation du bureau de destination 2	a) Sacs légers (jusqu'à 5 kg)			Sacs moyens (de plus de 5 jusqu'à 15 kg)			Sacs lourds (de plus de 15 jusqu'à 30 kg)			b) Sacs exempts de frais de transit.....		
Transit en dépêches closes	Nombre de sacs																		
	d'après la déclaration du bureau expéditeur 1	d'après la constatation du bureau de destination 2																	
a) Sacs légers (jusqu'à 5 kg)																			
Sacs moyens (de plus de 5 jusqu'à 15 kg)																			
Sacs lourds (de plus de 15 jusqu'à 30 kg)																			
b) Sacs exempts de frais de transit.....																			
Observations																			
(Prière de renvoyer ce bulletin, après examen et acceptation, au bureau d , le 19.....)																			
Les agents du bureau d'échange de destination de la dépêche: , le 19..... Vu et accepté, Le chef du bureau d'échange expéditeur de la dépêche:																	
<small>(*) A transmettre sous recommandation.</small>																			
<small>(*) Biffer «n°.....» si la dépêche n'est pas numérotée</small>																			

Convention, Vienne 1964, art. 167, § 3 - Dimensions: 148 x 210 mm

ADMINISTRATION DES POSTES

617

d

BUREAU d.....

Administration expéditrice des dépêches

Administration de destination des dépêches

**RELEVÉ
STATISTIQUE DES DÉPÊCHES
EN TRANSIT**

Statistique de jours

Dépêches du bureau d'échange d...

pour le bureau d'échange d ...

expédiées par l'intermédiaire d'(*)

et par des paquebots d.

....., 19

..,ie 19.....

Le chef du bureau d'échange de destination

Vu et accepté,
Le chef du bureau d'échange expéditeur:

(*) Indiquer, dans la plus large mesure possible, les détails de la route suivie et des services utilisés.

Convention, Vienna 1964, art. 168, § 1 – Dimensions: 210 x 297 ou 148 x 210 mm

TIAS 5881

C 19 (Recto)

AVIS. — A transporter annexé au bordereau C 18 de la dépêche à laquelle ce bulletin se rapporte et à remplir avant la remise.
Porter la mention «C19» dans la colonne «Observations» du bordereau C 18.

ADMINISTRATION EXPÉDITRICE:

ADMINISTRATION DE DESTINATION:

Timbre à date
du bureau expéditeur

BULLETIN DE TRANSIT
concernant la statistique des dépêches

Timbre à date
du bureau de destination

Bureau expéditeur: ('')



Bureau de destination: ('')

('') N°
Date d'expédition de la dépêche:

Nombre de sacs (sans les sacs de récipients vides et autres sacs «Exempt»):

ATTENTION! Chaque Administration ne dispose que d'une seule rangée horizontale de cases pour les indications concernant le transit territorial et d'une seule rangée pour le transit maritime éventuel.

Les renseignements concernant le transit doivent être indiqués successivement par le bureau d'échange d'entrée et le bureau d'échange de sortie de chaque Administration intermédiaire, à l'exclusion de tout autre bureau, en commençant par le premier bureau d'échange d'entrée. Le dernier bureau d'échange intermédiaire doit transmettre le bulletin directement au bureau de destination; celui-ci y indique la date exacte d'arrivée de la dépêche, joint le bulletin au relevé C 17 correspondant et renvoie le tout au bureau expéditeur.

Parcours 1	Timbre à date du bureau d'échange d'entrée 2	Timbre à date du bureau d'échange de sortie 3	Services empruntés (En cas de transit territorial, indiquer T.t. et la route suivie. En cas de transit maritime, in- diquer T.m., la route suivie, le nom du paque- bot et celui de la ligne de paquebot) 4	Pays auxquels les frais de transit doivent être payés 5
1 ^{er} parcours				
2 ^e parcours				
3 ^e parcours				

(Pour les parcours additionnels, utiliser, s'il y a lieu, le verso de ce bulletin)

('') A remplir par le bureau expéditeur.

('') Biffer ce qui ne convient pas.

Convention, Vienne 1964, art. 170, § 1 — Dimensions: 210 x 297 ou 210 x 146 mm, couleur verte

C 19 (Verso)

Parcours 1	Timbre à date du bureau d'échange d'entrée 2	Timbre à date du bureau d'échange de sortie 3	Services empruntés (En cas de transit territorial, indiquer T.t. et la route suivie. En cas de transit maritime, in- diquer T.m., la route suivie, le nom du paque- bot et celui de la ligne de paquebot) 4	Pays auxquels les frais de transit doivent être payés 5
4 ^e parcours	<input type="text"/>	<input type="text"/>		
5 ^e parcours	<input type="text"/>	<input type="text"/>		
6 ^e parcours	<input type="text"/>	<input type="text"/>		
7 ^e parcours	<input type="text"/>	<input type="text"/>		
8 ^e parcours	<input type="text"/>	<input type="text"/>		

ADMINISTRATION DES POSTES

C 20

d
.....

COMpte PARTICULIER DES FRAIS DE TRANSIT

Compte particulier des sommes dues à l'Administration d...

pour le transport des dépêches expédiées par l'Administration d.....

en transit par les services pendant l'année 19.....

..... | 6 19

..... 18 19

L'Administration créancière:

Vu et accepté,
L'Administration débitrice:

Convention, Vienne 1964, art. 173, § 7 – Dimensions: 210 x 297 ou 210 x 148 mm

TIAS 5881

ADMINISTRATION DES POSTES

d

C 21

RELEVÉ DES FRAIS DE TRANSIT

Cadre destiné aux observations éventuelles

.....
.....
.....

Relevé indiquant les montants totaux des comptes particuliers réciproques entre les Administrations

d ⁽¹⁾ et d ⁽²⁾

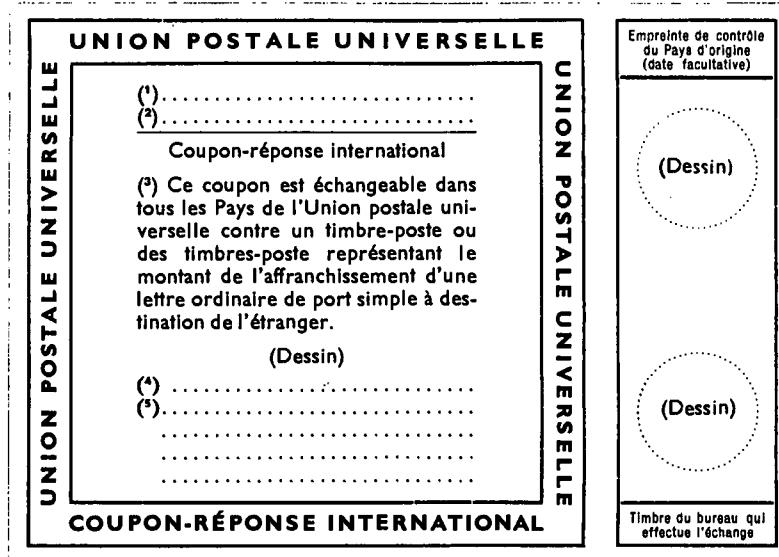
Sommes dues pour l'année	Report des comptes particuliers C 20			
	⁽¹⁾ d	⁽²⁾ d	fr	c
Montant du paiement provisionnel effectué par l'Administration d				
Totaux				
Déduction				
Solde au crédit de l'Administration d				
....., le 19....	Signature:			

(1) Nom de l'Administration qui établit le relevé.

(2) Nom de l'Administration correspondante.

Convention, Vienne 1964, art. 174, § 2 – Dimensions: 210 x 148 mm

C 22



- (¹) Nom du Pays d'émission.
- (²) Prix de vente dans le Pays d'émission.
- (³) Cette explication est répétée au verso dans les langues de plusieurs Pays.
- (⁴) Traduction des mots «Coupon-réponse international» dans la langue du Pays d'émission.
- (⁵) Cet espace est occupé par une traduction du texte (³) dans la langue du Pays d'émission.

Convention, Vienne 1964, art. 180, § 1 – Dimensions: 105 x 74 mm

ADMINISTRATION DES POSTES

C 23

d

**RELEVÉ PARTICULIER
DES COUPONS-RÉPONSE**

Coupons-réponse émis par l'Administration d.....

et échangés par l'Administration d.....

pendant l'année 19.....

1	2 Nombre	3 Montant	
		fr	c
Coupons de 40 c.....			

....., le 19.....

L'Administration qui établit le relevé:

.....

....., le 19.....

Vu et accepté,
L'Administration débitrice:

.....

ADMINISTRATION DES POSTES

C 24

d

**RELEVÉ RÉCAPITULATIF
DES COUPONS-RÉPONSE**

Coupons-réponse échangés dans les relations réciproques entre les Administrations

(1)

d

(2)

et d

pendant les années 19..... -19.....

1	2	3	
		Nombre	Valeur calculée à 40 c par unité
_____ Coupons-réponse émis (1) par			
et échangés contre des timbres-poste (2) d			
_____ Coupons-réponse émis (1) par			
et échangés contre des timbres-poste (2) d			
Solde au (2) $\frac{\text{crédit}}{\text{débit}}$ de l'Administration (1) d			—

....., le 19.....

Signature:

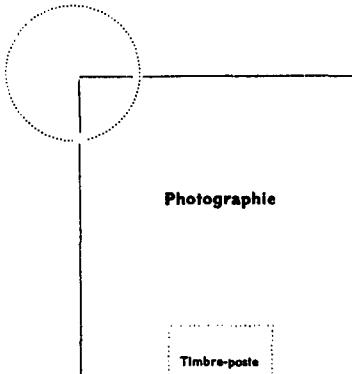
(1) Nom de l'Administration qui établit le relevé.

(2) Nom de l'Administration correspondante.

(3) Bliffer ce qui ne convient pas.

<p style="text-align: center;">4</p> <p>Signalement</p> <hr/> <p>Date de naissance:</p> <p>Lieu de naissance:</p> <p>.....</p> <p>Taille:</p> <p>Cheveux:</p> <p>Yeux:</p> <p>Teint:</p> <p>Marques particulières:</p> <p>.....</p> <p>.....</p>	<p style="text-align: center;">1</p> <p style="text-align: right;">(Recto)</p> <p style="text-align: right;">C 25</p> <p>UNION POSTALE UNIVERSELLE</p> <p>ADMINISTRATION DES POSTES</p> <p>d</p> <hr/> <p>CARTE D'IDENTITÉ POSTALE</p> <hr/> <p>1. Cette carte, délivrée exclusivement par le service des postes, est reconnue comme pièce justificative d'identité pour les opérations postales.</p> <p>2. Elle est valable pendant cinq ans à compter du jour de son émission. Toutefois, si durant cette période la physionomie du titulaire s'est modifiée au point de ne plus répondre à la photographie ou au signalement, la carte doit être renouvelée.</p> <p>3. Les Administrations postales ne sont pas responsables des conséquences que peuvent entraîner la perte, la soustraction ou l'emploi frauduleux de la présente carte.</p> <hr/>
---	--

Convention, Vienne 1964, art.106, § 2 – Dimensions: 148 x 105 mm

<p>2</p>  <p>Photographie</p> <p style="text-align: center;">Timbre-poste</p> <p>(La moitié sur la photographie)</p> <p>Signature du titulaire:</p>	<p>3</p> <h3>CARTE D'IDENTITÉ POSTALE</h3> <p>N°</p> <p>valable jusqu'au 19.....</p> <p>—</p> <p>Titulaire</p> <p>Nom:</p> <p>Prénom(s):</p> <p>Profession:</p> <p>Nationalité:</p> <p>Domicile:</p> <p>Délivrée par le bureau ou le service</p> <p>d le 19.....</p> <p>Signature de l'agent:</p> <p>Timbre à date ou sceau officiel</p>
---	---

ADMINISTRATION DES POSTES

C 26

d

COMPTE PARTICULIER MENSUEL
des frais de douane, etc.

Frais de douane, etc., payés par l'Administration d

pour le compte de l'Administration d

Mois d 19

Numéro courant 1	Date de l'avance 2	Numéro du bulletin d'affranchissement 3	Bureau qui a fait l'avance 4	Montant de chaque bulletin d'affranchissement 5	Observations 6
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					
1					
2					
3					
4					
5					
6					
7					
8					
9					
0					
Total:					

....., le 19

Signature:

Convention, Vienne 1964, art. 161, § 1 — Dimensions: 210 x 297 ou 210 x 148 mm

C 27

ADMINISTRATION EXPÉDITRICE

ADMINISTRATION DE DESTINATION

BULLETIN D'ESSAIpour déterminer le parcours le plus favorable d'une dépêche (*) de lettres
de colis

(A remplir par le bureau expéditeur)

Dépêche (*) de lettres + (*) avion surface n°..... du bureau

d.....

pour celui d.....

du 19.....

acheminée (*) par la ligne sérienne n°
 par le paquebot
 par

(A remplir par le bureau de destination)

La dépêche indiquée ci-contre est parvenue au bureau

d

le 19... à h mn

par la ligne sérienne n°

(*) par le paquebot

par

(*) Les correspondances adressées à des destinataires habitant la localité où le bureau soussigné a son siège, ont été livrées le

..... 19....,

au cours de la^e distribution, commençant à h mn.

Le bureau de destination:

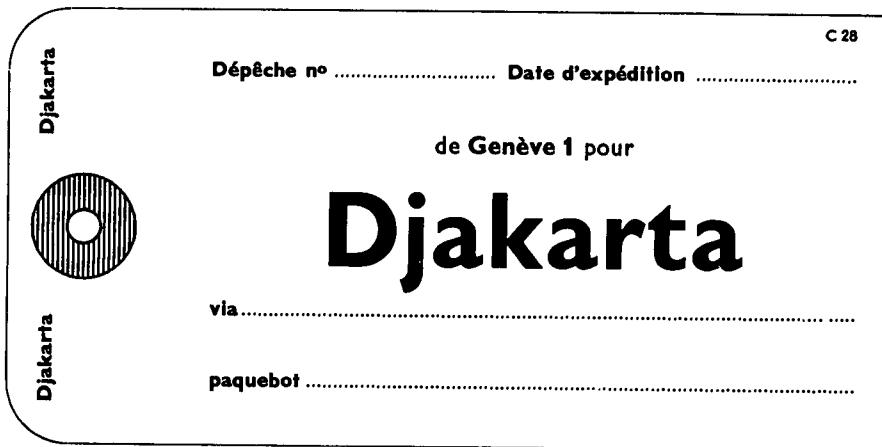
A renvoyer par avion au bureau

d

Le bureau expéditeur:

(*) Biffer ce qui ne convient pas.
 (*) Concerne seulement les dépêches de lettres.

Convention, Vienne 1964, art. 159 - Dimensions: 210 x 148 mm



Convention, Vienne 1964, art. 156, § 5
Dimensions: 125×60 mm, couleur rouge vermillon, blanche, bleu clair ou verte, respectivement

C 29

ADMINISTRATION DES POSTES

d

CORRESPONDANCE COURANTE (1)

entre l'Administration d..... et celle d.....

N° Réponse au n°

Date daté du

Objet:

(1) Une lettre écrite sur cette formule n'exige pas de préambule, de salutations, de compliments ni même l'adresse du destinataire.

Agent expéditeur	C 30
		Administration expéditrice
		Portugal
		Bureau expéditeur
		Lisboa
LC		
pour Ankara		
.....		
— En cas d'erreur, prière de joindre cette étiquette au bulletin de vérification		

Convention, Vienne 1964, art. 156, §1 — Dimensions: 105 x 74 mm, couleur blanche

Agent expéditeur	C 30
		Administration expéditrice
		Portugal
		Bureau expéditeur
		Lisboa
AO		
pour Ankara		
.....		
— En cas d'erreur, prière de joindre cette étiquette au bulletin de vérification		

Convention, Vienne 1964, art. 156, §1 — Dimensions: 105 x 74 mm, couleur bleu clair

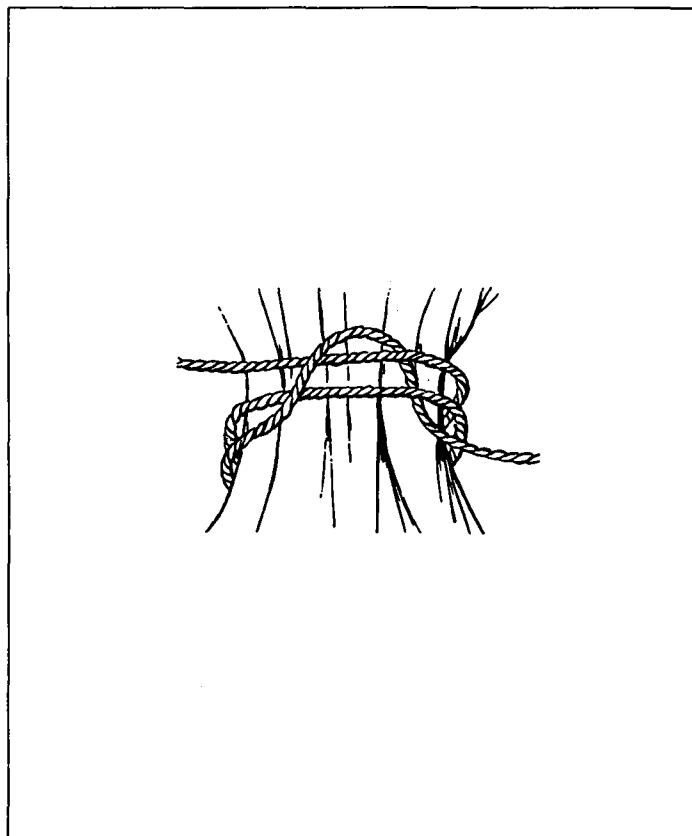
Agent expéditeur	C 30
		Administration expéditrice
		Portugal
		Bureau expéditeur
		Lisboa
R LC AO		
(nombre des recommandés ...)		
pour Ankara		
.....		
— En cas d'erreur, prière de joindre cette étiquette au bulletin de vérification		

Convention, Vienne 1964, art. 156, §1 — Dimensions: 105 x 74 mm, couleur rose

TIAS 5881

Illustration explicative

**Mode d'enroulement de la ficelle autour du col des sacs postaux,
en vue de leur fermeture**



**Note. – L'illustration reproduite ci-dessus se réfère à l'article 156, § 4,
du Règlement d'exécution de la Convention.**

AV 1

LISTE GÉNÉRALE DES SERVICES AÉROPOSTAUX

LISTE AV 1

Note. — La liste AV 1 est élaborée et distribuée aux Administrations par le Bureau International (Convention, Vienne 1964, art. 203, § 1, lettre a)

Convention, Vienne 1964, art. 203, § 1, lettre a) — Dimensions: 210 x 297 mm

TIAS 5881

**ADMINISTRATION EXPÉDITRICE
DE LA DÉPÈCHE**

**ADMINISTRATION DE DESTINATION
DE LA DÉPÈCHE**

AY 2

BORDEAU N°

des poids des correspondances-avion (1) $\frac{\text{non recommandées}}{\text{recommandées}}$

Timbre du bureau
d'échange expéditeur

Timbre du bureau
d'échange de destination

comprises dans la dépêche (1) -surface -avion n°

du bureau d'échange d

pour le bureau d'échange d.....

expédiée le..... 19..... à h mn

(¹) Biffer ce qui ne convient pas.

(*) Le poids de chaque catégorie de correspondances à découvert et, le cas échéant, à destination d'une zone déterminée est arrondi au décagramme supérieur ou inférieur selon que la fraction du décagramme excède ou non 5 grammes.

Convention, Vienna 1964, Art. 183, § 2 - Dimensions: 210 x 297 mm 210 x 148 mm

**ADMINISTRATION EXPÉDITRICE
DES DÉPÈCHES**

ADMINISTRATION RÉACHEMINANT LES DÉPÉCHES

RELEVÉ DE POIDS
des dépêches-avion (1)

Poids des dépêches-avion réacheminées par le bureau d'échange d.

pendant le (*) { mois d..... 19.....
..... trimestre 19.....

Les dépêches ont été acheminées par voie aérienne à

18..... 19.....

Le chef du bureau rétachant les dérâches:

Vu et accepté,
L'Administration expéditrice des dépâches:

⁽¹⁾ A expédier en double exemplaire.

AV 4

**ADMINISTRATION EXPÉDITRICE
DE LA DÉPÈCHE**

**ADMINISTRATION DE DESTINATION
DE LA DÉPÈCHE**

RELEVÉ DE POIDS

des correspondances-avion à découvert (1)

Poids des correspondances-avion comprises dans les dépêches⁽⁴⁾ -surface du bureau d'échange d
-avion

pour le bureau d'échange d expédiées pendant le (*) mois d..... 19.....
..... trimestre 19.....

Le 19

..... 18 19

L'Administration de destination de la décharge

Vu et accepté,
L'Administration expéditrice de la dépêche:

(*) A expédier en double exemplaire.
(*) Biffer ce qui ne convient pas.

Correction: Vienna 1946, art. 200, § 2 - Dimensions: 210 x 297 mm

ADMINISTRATION CRÉANCIÈRE

AV 5

COMPTE PARTICULIER

concernant le courrier-avion

(Base: poids réels)

Relevé ('') { mensuel des sommes dues à l'Administration d..... pour le transport aérien

du courrier-avion originaire d..... pendant le ('') { mois d..... 19.....
..... trimestre 19.....

....., le 19.

..... Is 19

L'Administration créancière:

Vu et accepté,
L'Administration débitrice:

(¹) Biffer ce qui ne convient pas.
(²) Y compris les colls.

ADMINISTRATION DES POSTES

AV 7

d

BORDEAU DE LIVRAISON

des dépêches-avion

Timbre du bureau
de destination

(1) pour le bureau d.....

transportées par la ligne n°

Aéroport de transbordement

Aéroport de déchargement

Départ de l'aéroport le 19..... à h mn



N° de la dépêche 1	Bureau d'origine 2	Bureau de destination 3	Nombre des				Poids brut des sacs, etc.. de (2)		Observations 10	
			sacs LC 4	plis LC 5	sacs AO 6	sacs de colis 7	LC 8	AO y compris les colis 9		
							kg	g	kg	g
Totaux										

L'agent du bureau expéditeur:

L'agent compétent de l'aéroport:

L'agent du bureau de destination:

(1) Empreinte du timbre ou indication imprimée du bureau expéditeur.

(2) A remplir seulement dans le cas de transbordement direct prévu à l'article 194, § 2.

(3) L'Administration d'origine a la faculté d'ajouter une colonne pour les colis.

ADMINISTRATION DES POSTES

AV7S

BORDEAU DE LIVRAISON

(1) pour le bureau d.....
transportées par la ligne n°

Aéroport de transbordement (?).....

Aéroport de déchargement.....

Départ de l'aéroport le 19..... à h mm

Timbre du bureau
de destination

L'agent du bureau expéditeur:

L'agent compétent de l'aéroport:

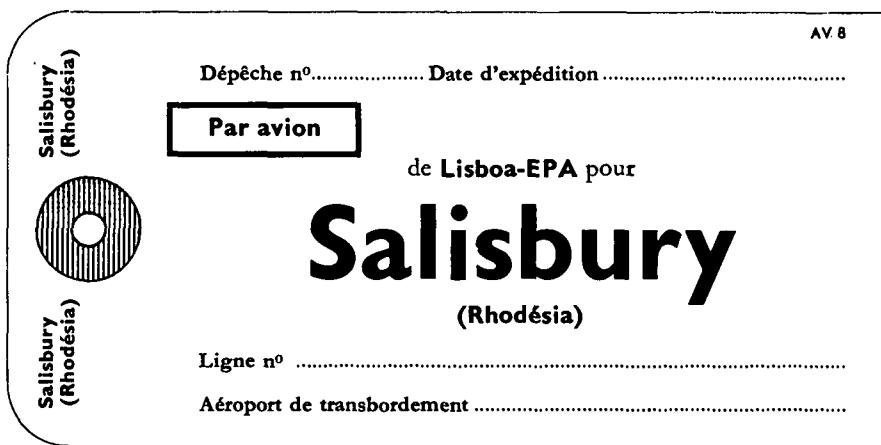
L'agent du bureau de destination

(*) Empreinte du timbre ou indication imprimée du bureau expéditeur.
(**) A remplir seulement dans le cas de transfert direct.

Congress, Vienna 1944, vol. 125 & 3 - Dimensions: 210 x 148 mm

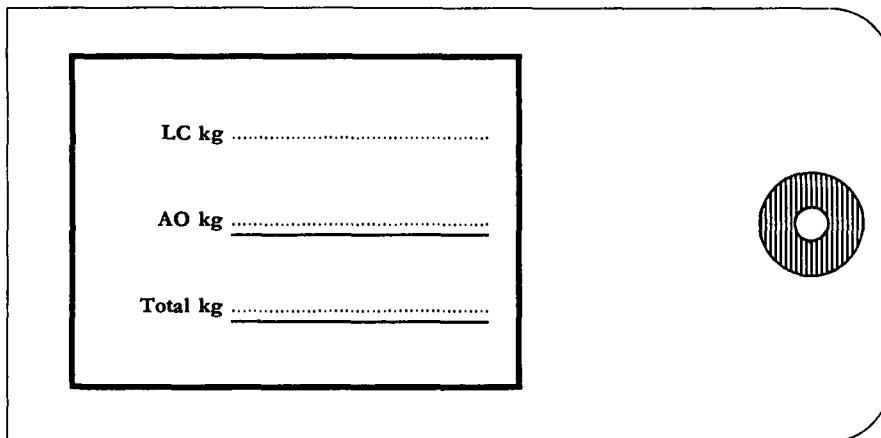
TIAS 5881

(Recto)



Convention, Vienne 1964, art. 187, § 3 – Dimensions: 125 x 60 mm, couleur rouge vermillon ou blanche

(Verso)



(Recto)

<p>ADMINISTRATION DES POSTES d</p> <p style="text-align: center;">DÉPÈCHE-AVION N° (') Sans feuille (')</p> <p style="text-align: center;">de Lisboa-EPA pour</p> <p style="text-align: center;">Salisbury (Rhodésia)</p> <p>Ligne n°</p> <p>Aéroport de transbordement</p>	<p>AV 9</p> <p>Timbre à date du bureau expéditeur</p>  <p>Poids: LC g AO g <hr/>Total g</p>
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Convention, Vienne 1964, art.167, § 1 – Dimensions: 250 x 176 ou 333 x 250 mm, couleur bleue

Agent expéditeur	Administration expéditrice Suède	AV 10
.....	Bureau expéditeur Stockholm Flyg	
LC	Par avion	
pour	Madrid AP	
<hr/>		
- En cas d'erreur, prière de joindre cette étiquette au bulletin de vérification		

Convention, Vienne 1964, art. 186, § 1 – Dimensions: 105 x 74 mm, couleur blanche

Agent expéditeur	Administration expéditrice Suède	AV 10
.....	Bureau expéditeur Stockholm Flyg	
AO	Par avion	
pour	Madrid AP	
<hr/>		
- En cas d'erreur, prière de joindre cette étiquette au bulletin de vérification		

Convention, Vienne 1964, art. 186, § 1 – Dimensions: 105 x 74 mm, couleur bleu clair

Agent expéditeur	Administration expéditrice Suède	AV 10
.....	Bureau expéditeur Stockholm Flyg	
R <u>LC</u> <u>AO</u>	Par avion	
(nombre des recommandés ...)		
pour	Madrid AP	
<hr/>		
- En cas d'erreur, prière de joindre cette étiquette au bulletin de vérification		

Convention, Vienne 1964, art. 186, § 1 – Dimensions: 105 x 74 mm, couleur rose

Pour copie certifiée conforme à
[SEAL] l'original, Vienne, le 10 juillet
1965.

L. M. Johnson

Having examined and considered the provisions of the foregoing Constitution of the Universal Postal Union, with its Final Protocol, the General Regulations of the Universal Postal Union and Final Protocol, the Convention and its Final Protocol, and the Regulations of Execution of the Convention, signed at Vienna on the 10th day of July 1964, revising the Universal Postal Convention which was concluded at Ottawa on the third day of October, 1957, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States of America.

This ratification is applicable to the United States of America, the Territories of the United States of America and all areas for the international relations of which it is responsible.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 23rd day of November 1965.

[SEAL] LAWRENCE F O'BRIEN
Postmaster General

I hereby approve the above-mentioned Constitution, its Final Protocol, the General Regulations and Final Protocol, the Convention, its Final Protocol and the Regulations of Execution, and in testimony thereof have caused the seal of the United States of America to be hereto affixed.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

Washington, December 11, 1965

MULTILATERAL

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

*Agreement signed at Vienna September 21, 1964;
Entered into force October 29, 1965.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE REPUBLIC OF CHINA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Republic of China (hereinafter called "China") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 18 July 1955, [¹] as amended on 8 December 1958, 11 June 1960, 31 May 1962 and 8 June 1964 [²] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to China 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [³] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors 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 their use or otherwise

^¹ TIAS 3307; 6 UST 2617.

^² TIAS 4176, 4514, 5105, 5623; 10 UST 152; 11 UST 1768; 13 UST 1469; 15 UST 1467.

^³ TIAS 3873; 8 UST 1093.

subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, insofar as it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 19 September 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. China hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for China provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, 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;
- (b) Reactors specified by China and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by China under this and all other agreements providing for safeguards by the Agency in China may not exceed 6 thermal megawatts;

(c) Mines, mining equipment or ore-processing plants.

Section 4. China 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 its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for China provided for in the Annex. It is understood that no other rights and obligations of China and the United States between each other under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of China and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter China and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to China under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;
- (b) Any transfer from China to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

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 material, equipment or facility arrives 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 reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. China shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for China provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. China and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for China provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for China to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. China and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either China or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or
- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to China and the United States, will apply to

such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within China or the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the

limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute, [¹] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. China shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [²] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act [³] of the United States shall apply to Agency in-

¹ TIAS 3873; 8 UST 1107.

² 374 UNTS 147.

³ 59 Stat. 669; 22 U.S.C. § 288 note.

spectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either China or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither China nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. 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 so designated shall elect 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 the second arbitrator, the third arbitrator has not been elected; or

(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 elect 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 the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and U²³³

¹ TS 993; 59 Stat. 1059.

are the same as for fully enriched uranium. "Party" shall mean the Agency, China or the United States.

Section 24. The terms "the Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of China and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.^[1]

Section 27. This Agreement shall remain in force until 10 July 1974 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

Done in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND	Vienna	21 September 1964
	(City)	(Date)

For the GOVERNMENT OF THE REPUBLIC OF CHINA:

TSING-CHANG LIU	Vienna	Sept. 21st, 1964.
	(City)	(Date)

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY D SMYTH	Vienna	21 September 1964
	(City)	(Date)
[SEAL]		

¹ Oct. 29, 1965.

A N N E X**MATERIALS, EQUIPMENT AND FACILITIES
SUBJECT TO AGENCY SAFEGUARDS**

Inventories, with respect to China and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to China and to 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. The principal part of the inventory with respect to China will consist of at least the following categories:
 - (a) Equipment and facilities transferred to China;
 - (b) Material transferred to China, and any substituted material;
 - (c) Special fissionable materials produced in China, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to China will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from China the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

FEDERAL REPUBLIC OF GERMANY

Defense: Extension of Loan of Vessels

*Agreement effected by exchange of notes
Signed at Bonn October 7, 1965;
Entered into force October 7, 1965.*

The American Ambassador to the German Minister of Foreign Affairs

No. 67

BONN, October 7, 1965.

EXCELLENCY:

I have the honor to refer to the Agreement effected by an exchange of notes signed at Bonn on April 30 and May 1, 1957, [¹] as amended by the Agreement effected by an exchange of notes signed at Bonn on October 1 and 15, 1958, [¹] relating to the loan of the five destroyers: USS "Ringgold" (DD 500), USS "Wadsworth" (DD 516), USS "Charles Ausburn" (DD 570), USS "Claxton" (DD 571), and USS "Dyson" (DD 572).

I now have the honor to propose, as requested by your Government, pursuant to paragraph 3 of the above-mentioned Agreement, that the period of the loan of each of these five vessels be extended to a period of ten years from the respective dates of delivery. In case there should be no further need for one or more of the destroyers in question, the Federal Republic of Germany shall be entitled to return them at any time within the second five-year period. In this event, the return of such vessel or vessels to the Government of the United States of America shall, for the purposes of paragraph 8 of the above-mentioned Agreement, be deemed to be a return upon the expiration of the Loan.

If this proposal is acceptable to your Government, I further have the honor to propose that this note and Your Excellency's note in reply concurring therein shall constitute an agreement for the extension of the loan of the above-mentioned vessels in accordance with the Agreement effected by an exchange of notes signed at Bonn on April 30 and May 1, 1957, as amended by the Agreement effected by an exchange

^¹ TIAS 3852, 4125; 8 UST 894; 9 UST 1334.

of notes signed at Bonn on October 1 and 15, 1958, which shall enter into force on the date of your reply.

Accept, Excellency, the assurances of my highest consideration.

GEORGE C. McGHEE

His Excellency

GERHARD SCHROEDER,

Minister of Foreign Affairs,
Bonn.

The German Minister of Foreign Affairs to the American Ambassador

DER BUNDESMINISTER
DES AUSWÄRTIGEN

BONN, den 7. Oktober 1965

HERR BOTSCHAFTER,

ich beehe mich, den Empfang Ihrer Note vom 7. Oktober 1965 zu bestätigen, deren Wortlaut in vereinbarter Übersetzung wie folgt lautet:

“Ich beehe mich, auf das durch einen am 30. April und 1. Mai 1957 in Bonn unterzeichneten Notenwechsel geschlossene Abkommen sowie auf das durch einen am 1. und 15. Oktober 1958 in Bonn unterzeichneten Notenwechsel geschlossene Änderungsabkommen über die Ausleihung der fünf Zerstörer: USS “Ringgold” (DD 500), USS “Wadsworth” (DD 516), USS “Charles Ausburn (DD 570), USS “Claxton” (DD 571) und USS “Dyson” (DD 572) Bezug zu nehmen.

Ich beehe mich nunmehr, der Bitte Ihrer Regierung folgend, gemäß Paragraph 3 des genannten Abkommens vorzuschlagen, die Leihfrist für jedes dieser fünf Schiffe auf zehn Jahre von dem jeweiligen Lieferdatum an gerechnet zu verlängern. Falls für einen oder mehrere Zerstörer kein weiterer Bedarf bestehen sollte, ist die Bundesrepublik Deutschland berechtigt, sie innerhalb der zweiten Fünfjahresfrist jederzeit zurückzugeben. In diesem Fall gilt die Rückgabe eines oder mehrerer dieser Schiffe an die Regierung der Vereinigten Staaten von Amerika als Rückgabe nach Ablauf der Ausleihe im Sinne des Paragraphen 8 des oben genannten Abkommens.

Wenn dieser Vorschlag Ihrer Regierung annehmbar erscheint, beehe ich mich ferner vorzuschlagen, daß diese Note und die zustimmende Antwortnote Eurer Exzellenz ein Abkommen über die Verlängerung der Ausleihe der genannten Schiffe gemäß dem durch einen am 30. April und 1. Mai 1957 in Bonn unterzeichneten Notenwechsel geschlossenen Abkommen sowie den durch einen am 1. und 15. Oktober 1958 in Bonn unterzeichneten Notenwechsel geschlossenen

Änderungsabkommen darstellen sollen, das mit dem Datum Ihrer Antwortnote in Kraft tritt."

Ich beehe mich, Ihnen mitzuteilen, daß die Bundesregierung mit dem Inhalt Ihrer Note und damit einverstanden ist, daß Ihre Note und diese Antwort eine Vereinbarung zwischen unseren beiden Regierungen bilden soll, die mit dem Datum dieser Antwort in Kraft tritt.

Genehmigen Sie, Herr Botschafter, den Ausdruck meiner ausgezeichnetsten Hochachtung.

SCHRÖDER

Seiner Exzellenz
dem Botschafter der
Vereinigten Staaten von Amerika
Herrn GEORGE C. McGHEE
Bad Godesberg

Translation

THE FEDERAL MINISTER
OF FOREIGN AFFAIRS

BONN, October 7, 1965

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note of October 7, 1965, the agreed translation of which reads as follows:

[For the English language text see *ante*, p. 1626.]

I have the honor to inform you that the Federal Government concurs with the contents of your note and with the proposal that your note and this reply shall constitute an agreement between our two Governments, which shall enter into force on the date of this reply.

Accept, Mr. Ambassador, the assurances of my highest consideration.

SCHRÖDER

His Excellency
GEORGE C. McGHEE,
Ambassador of the
United States of America,
Bad Godesberg.

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States—Viet-Nam Cooperation Agreement

*Agreement signed at Vienna September 18 and November 25, 1964;
Entered into force October 25, 1965.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Republic of Viet-Nam (hereinafter called "Viet-Nam") have been cooperating on the civil uses of atomic energy under their Agreement for Cooperation of 22 April 1959, [¹] as amended on 9 June 1964 [²] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Viet-Nam 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [³] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors 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 their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, insofar as it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

¹ TIAS 4251; 10 UST 1150.

² TIAS 5622; 15 UST 1463.

³ TIAS 3873; 8 UST 1093.

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 11 September 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Viet-Nam hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Viet-Nam provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, 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;
- (b) Reactors specified by Viet-Nam and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by Viet-Nam under this and all other agreements providing for safeguards by the Agency in Viet-Nam may not exceed 6 thermal megawatts;
- (c) Mines, mining equipment or ore-processing plants.

Section 4. Viet-Nam 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 its rights under Article VIII of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Viet-Nam provided for in the Annex. It is understood that no other rights and obligations of Viet-Nam and the United States between each other under Article VIII and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article IX will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Viet-Nam and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Viet-Nam and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to Viet-Nam under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;
- (b) Any transfer from Viet-Nam to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

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 material, equipment or facility arrives 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 reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of

the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Viet-Nam shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Viet-Nam provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. Viet-Nam and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Viet-Nam provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for Viet-Nam to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Viet-Nam and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Viet-Nam or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or
- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to Viet-Nam and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within Viet-Nam or the United States of America to which safeguards are not applied, provided that:

- (a) The Agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material") ; 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agree-

ment, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII. C of the Statute,[¹] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII. C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Viet-Nam shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency[²] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act[³] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

¹ TIAS 3873; 8 UST 1107.

² 374 UNTS 147.

³ 59 Stat. 669; 22 U.S.C. § 288 note.

ARTICLE IV

Use of Information by the Agency

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Viet-Nam or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement, all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Viet-Nam nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. 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 so designated shall elect 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 the second arbitrator, the third arbitrator has not been elected; or
- (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 elect 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 the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a) (iv) and 12(b) (iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and U²³³ are the same as for fully enriched uranium. "Party" shall mean the Agency, Viet-Nam or the United States.

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

Section 24. The terms "The Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Viet-Nam and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.^[1]

Section 27. This Agreement shall remain in force until 23 June 1974 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in triplicate in the English language.

SIGVARD EKLUND

For the INTERNATIONAL ATOMIC ENERGY AGENCY :

Vienna, 25 November 1964

HENRY D. SMYTH

For the GOVERNMENT OF THE UNITED STATES OF AMERICA :

Vienna, 18 September 1964

LE VAN THOI

For the GOVERNMENT OF THE REPUBLIC OF VIET-NAM :

Vienna, 18 September 1964

[SEAL]

¹ Oct. 25, 1965.

A N N E X**MATERIALS, EQUIPMENT AND FACILITIES
SUBJECT TO AGENCY SAFEGUARDS**

Inventories, with respect to Viet-Nam and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Viet-Nam and to 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. The principal part of the inventory with respect to Viet-Nam will consist of at least the following categories:
 - (a) Equipment and facilities transferred to Viet-Nam;
 - (b) Material transferred to Viet-Nam, and any substituted material;
 - (c) Special fissionable materials produced in Viet-Nam, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to Viet-Nam will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Viet-Nam the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

FINLAND

Aviation: Certificates of Airworthiness for Imported Civil Glider Aircraft

*Agreement effected by exchange of notes
Signed at Washington November 3, 1965;
Entered into force November 3, 1965.*

The Secretary of State to the Finnish Ambassador

DEPARTMENT OF STATE
WASHINGTON
November 3, 1965.

EXCELLENCY:

I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of Finland regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft.

It is my understanding that the agreement shall be as follows:

1. (a) The present agreement applies to civil glider aircraft constructed in the United States, its territories and possessions and exported to Finland; and to civil glider aircraft constructed in Finland and exported to the United States, its territories and possessions.
(b) As used herein, the term civil glider aircraft shall include spare parts for civil glider aircraft which have been exported in accordance with this agreement.
2. The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Finland for civil glider aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such civil glider aircraft have been constructed in Finland and the competent authority of Finland has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of Finland together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.
3. The same validity shall be conferred by the competent authorities of Finland on certificates of airworthiness for export issued by the competent authorities of the United States for civil glider aircraft

subsequently to be registered in Finland as if they had been issued under the regulations in force on the subject in Finland, provided, that such civil glider aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

4. (a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Finland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Finland to require the modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of civil glider aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Finland, the competent authorities of the United States shall, when requested, afford the competent authorities of Finland assistance in determining that major design changes or major repairs made to such civil glider aircraft comply with the applicable airworthiness requirements of the United States.

5. (a) The competent authorities of Finland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Finland for the purpose of enabling the authorities of the United States to require these modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of civil glider aircraft for which Finland has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Finland shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs made to such civil glider aircraft comply with the applicable airworthiness requirements of Finland.

6. (a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil glider aircraft and any changes therein that may from time to time be effected.

7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Finland.

8. The present agreement shall be subject to termination by either Government upon six (6) months notice given in writing to the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Finland, 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 reply note.

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

For the Secretary of State:

FRANK E. LOY

His Excellency

OLAVI MUNKKI,

Ambassador of Finland.

The Finnish Ambassador to the Secretary of State

EMBASSY OF FINLAND
WASHINGTON, D.C.

3334

NOVEMBER 3, 1965

YOUR EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, reading as follows:

"Excellency:

I have the honor to refer to the discussions which have recently taken place between representatives of the Government of the United States of America and the Government of Finland regarding reaching an understanding concerning the reciprocal acceptance of certificates of airworthiness for imported civil glider aircraft.

It is my understanding that the agreement shall be as follows:

1. (a) The present agreement applies to civil glider aircraft constructed in the United States, its territories and possessions and exported to Finland; and to civil glider aircraft constructed in Finland and exported to the United States, its territories and possessions.

(b) As used herein, the term civil glider aircraft shall include spare parts for civil glider aircraft which have been exported in accordance with this agreement.

2. The same validity shall be conferred by the competent authorities of the United States on certificates of airworthiness for export issued by the competent authorities of Finland for civil glider aircraft subsequently to be registered in the United States as if they had been issued under the regulations in force on the subject in the United States, provided that such civil glider aircraft have been constructed in Finland and the competent authority of Finland has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of Finland together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

3. The same validity shall be conferred by the competent authorities of Finland on certificates of airworthiness for export issued by the competent authorities of the United States for civil glider aircraft subsequently to be registered in Finland as if they had been issued under the regulations in force on the subject in Finland, provided, that such civil glider aircraft have been constructed in the United States, its territories or possessions, and the competent authority of the United States has certified that the type design of the civil glider aircraft complies with the airworthiness requirements of the United States together with any special conditions prescribed in accordance with paragraph 6, and has certified that the particular civil glider aircraft conform to such type design.

4. (a) The competent authorities of the United States shall arrange for the effective communication to the competent authorities of Finland of particulars of compulsory modifications prescribed in the United States, for the purpose of enabling authorities of Finland to require the modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of civil glider aircraft for which the United States has issued certificates of airworthiness for export, subsequently validated by Finland, the competent authorities of the United States shall, when requested, afford the competent authorities of Finland assistance in determining that major design changes or major repairs made to such civil glider aircraft comply with the applicable airworthiness requirements of the United States.

5. (a) The competent authorities of Finland shall arrange for the effective communication to the competent authorities of the United States of particulars of compulsory modifications prescribed in Finland for the purpose of enabling the authorities of the United States to require these modifications to be made to civil glider aircraft of the types affected, whose certificates have been validated by them.

(b) In the case of civil glider aircraft for which Finland has issued certificates of airworthiness, subsequently validated by the United States, the competent authorities of Finland shall, when requested, afford the competent authorities of the United States assistance in determining that major design changes or major repairs

made to such civil glider aircraft comply with the applicable airworthiness requirements of Finland.

6. (a) The competent authorities of each country shall have the right to make the validation of certificates of airworthiness for export dependent upon the fulfillment of any special conditions which are for the time being required by them for the issuance of certificates of airworthiness in their own country. Information with regard to these special conditions in respect to either country will from time to time be communicated to the competent authorities of the other country.

(b) The competent authorities of each country shall keep the competent authorities of the other country fully and currently informed of all regulations in force in regard to the airworthiness of civil glider aircraft and any changes therein that may from time to time be effected.

7. The question of procedure to be followed in the application of the provisions of the present agreement shall be the subject of direct correspondence, whenever necessary, between the competent authorities of the United States and Finland.

8. The present agreement shall be subject to termination by either Government upon six (6) months notice given in writing to the other Government.

Upon the receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Finland, 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 reply note.

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

On instructions from my Government I have the honor to confirm that the proposal contained in Your Excellency's note is acceptable to the Government of Finland and that your note and this reply are considered as constituting an agreement between our two Governments, which shall take effect on this day's date.

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

OLAVI MUNKKI.

Olavi Munkki
Ambassador of Finland

His Excellency
DEAN RUSK
Secretary of State
Washington, D.C.

PHILIPPINES

Trade in Cotton Textiles

Agreement amending the agreement of February 24, 1964.

Effectuated by exchange of notes

Signed at Washington October 5, 1965;

Entered into force October 5, 1965.

The Secretary of State to the Philippine Ambassador

DEPARTMENT OF STATE

WASHINGTON

October 5, 1965

EXCELLENCY:

I have the honor to refer to recent discussions in Manila and in Washington relating to the Bilateral Agreement on Trade in cotton textiles between the United States of America and the Philippines effected by exchange of notes signed at Washington on February 24, 1964.^[1]

Because of the special circumstances mentioned in these discussions, and with the understanding that this Agreement would not constitute a precedent for future years, I am pleased to inform you that the Government of the United States of America agrees that, during calendar year 1965, only:

(a) Exports of cotton textiles to the United States from the Philippines of three million square yards equivalent in Categories 1-27 will not be counted against the export limits set in Paragraph 3 of the Agreement as adjusted pursuant to Paragraph 7, and

(b) Notwithstanding the second sentence of Paragraph 6, but subject to the limits of Paragraph 3 as adjusted by Paragraph 7 of the Agreement and part (a) of this note, exports of cotton textiles to the United States from the Philippines in each of the Categories 1-27 may amount to one million square yards equivalent provided that such exports of cotton duck do not exceed 350,000 square yards.

I have the honor to propose that this note and your Excellency's reply thereto on behalf of the Government of the Philippines shall constitute an Agreement between our two Governments.

¹TIAS 5519; 15 UST 89.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

OSCAR LEDESMA,

Ambassador of the Philippines.

The Philippine Ambassador to the Secretary of State

EMBASSY OF THE PHILIPPINES

WASHINGTON, D.C.

October 5, 1965

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date concerning trade in cotton textiles between the Republic of the Philippines and the United States which reads as follows:

"Excellency:

"I have the honor to refer to recent discussions in Manila and in Washington relating to the Bilateral Agreement on Trade in cotton textiles between the United States of America and the Philippines effected by exchange of notes signed at Washington on February 24, 1964.

"Because of the special circumstances mentioned in these discussions, and with the understanding that this Agreement would not constitute a precedent for future years, I am pleased to inform you that the Government of the United States of America agrees that, during calendar year 1965, only:

"(a) Exports of cotton textiles to the United States from the Philippines of three million square yards equivalent in Categories 1-27 will not be counted against the export limits set in Paragraph 3 of the Agreement as adjusted pursuant to Paragraph 7, and

"(b) Notwithstanding the second sentence of Paragraph 6, but subject to the limits of Paragraph 3 as adjusted by Paragraph 7 of the Agreement and part (a) of this note, exports of cotton textiles to the United States from the Philippines in each of the Categories 1-27 may amount to one million square yards equivalent provided that such exports of cotton duck do not exceed 350,000 square yards.

"I have the honor to propose that this note and your Excellency's reply thereto on behalf of the Government of the Philippines shall constitute an Agreement between our two Governments.

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

I have the honor further to confirm the foregoing understandings on behalf of the Government of the Republic of the Philippines.

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

OSCAR LEDESMA

Oscar Ledesma
Ambassador

His Excellency

DEAN RUSK,

*Secretary of State
of the United States*

BARBADOS

Peace Corps

*Agreement effected by exchange of notes
Signed at Bridgetown July 15 and August 9, 1965;
Entered into force August 9, 1965.*

The American Acting Principal Officer to the Governor of Barbados

BRIDGETOWN, BARBADOS, W.I.,
July 15, 1965.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Barbados.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Barbados and approved by the Government of the United States to perform mutually agreed tasks in Barbados. The Volunteers will work under the immediate supervision of governmental or private organizations in Barbados 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 Barbados 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 Barbados; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Barbados will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Barbados, from all customs duties or other charges on their personal property introduced into Barbados for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Barbados will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Barbados by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Barbados 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 Barbados. The Government of Barbados will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Barbados, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Barbados will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Barbados for their own use as is accorded personnel of comparable rank or grade of the Consulate General of the United States. The Government of Barbados will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Barbados for their own use as is accorded Volunteers hereunder.

5. The Government of Barbados will exempt from investment and deposit requirements and currency controls all funds introduced into Barbados for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Barbados at the highest rate which is not unlawful in Barbados.

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 Barbados as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

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

FRANK J. WALTERS
Acting Principal Officer

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA,
Bridgetown, Barbados.

His Excellency
Sir JOHN STOW,
Governor of Barbados,
Government House,
Barbados.

The Governor of Barbados to the American Consul General

GOVERNMENT HOUSE,
BARBADOS.

Ref : 235.

9TH AUGUST, 1965.

SIR,

I have the honour to refer to the Acting Principal Officer's formal note of agreement dated the 15th July, 1965, for the establishment of the Peace Corps Programme in Barbados and to say that I am in agreement with the terms of that note.

2. That note under reference and this letter will be regarded as constituting an agreement between the Government of the United States of America and the Government of Barbados, acting with the authority and consent of Her Majesty's Government in the United Kingdom.

3. This agreement will come into force as from the date of this letter and will remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

I have the honour to be, Sir,
Your obedient servant,

JOHN STOW
Governor.

GEORGE DOLGIN, Esquire,
American Consul General,
Bridgetown.

CHINA

Economic Aid

Agreement amending the agreement of July 3, 1948, as amended.

Effectuated by exchange of notes

Signed at Taipei August 11, 1965;

Entered into force August 11, 1965; effective August 26, 1954.

With related notes.

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

No. 2

TAIPEI, August 11, 1965.

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Economic Aid Agreement between the Government of the United States of America and the Government of the Republic of China signed at Nanking on July 3, 1948, as amended, [¹] and to propose that the Agreement, as amended, be further amended as follows:

1. For subparagraph 2(c) of Article V substitute the following:

"The amount of currency of the Government of the Republic of China equivalent to the proceeds accruing to the Government of the Republic of China from the import or sale of commodities or services furnished to the Government of the Republic of China on a grant basis under this Agreement. The Government of the Republic of China shall deposit such amounts of Chinese currency, as mentioned above, promptly into the special account and may at any time make advance deposits in the account which shall be applied against subsequent deposit obligations."

2. In paragraph 3 of Article V substitute "Chinese currency" for "administrative expenditures in Chinese currency within China incident to operations under the China Aid Act of 1948".[²]

3. Delete paragraph 6 of Article V and renumber paragraph 7 thereof as paragraph 6.

¹ TIAS 1837, 1923, 3077; 62 Stat. (pt. 3) 2945; 63 Stat. (pt. 3) 2425; 5 UST (pt. 3) 2154.

² 62 Stat. 158; 22 U.S.C. § 1541 note.

4. Wherever reference is made in the Economic Aid Agreement of July 3, 1948, as amended, to the China Aid Act of 1948, such reference shall, as appropriate, be deemed to include also the Mutual Security Act of 1954,[¹] as amended, and the Foreign Assistance Act of 1961,[²] as amended.

5. For paragraph 7 of Article V substitute the following:

“Any unencumbered balances of funds which, upon termination of assistance to the Government of the Republic of China under the Mutual Security Act of 1951,[³] Mutual Security Act of 1954, Foreign Assistance Act of 1961, or any act amendatory or supplementary thereto, remain in or payable into the special account or any similar account representing counterpart of proceeds of assistance hereunder shall be disposed of for such purposes as may be agreed upon by the Governments of the United States of America and of the Republic of China, it being understood that the agreement of the United States shall be subject to approval by Act of the Congress of the United States.”

I have also the honor to propose that, if the foregoing proposals are acceptable to the Government of the Republic of China, this note and your Excellency's reply to that effect shall constitute an agreement between our Governments which shall enter into force on the date of your note and shall be deemed to be effective as of August 26, 1954, the date of the enactment of the Mutual Security Act of 1954.

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

RALPH N. CLOUGH
Charge d'Affaires ad interim

His Excellency

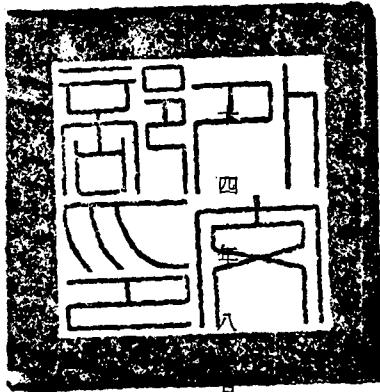
SHEN CHANG-HUAN,
Minister of Foreign Affairs,
Taipei.

¹ 68 Stat. 832; 22 U.S.C. § 1751 note.

² 75 Stat. 424; 22 U.S.C. § 2151 note.

³ 65 Stat. 373; 22 U.S.C. § 1651 note.

中
華
民
國



月
十一日
於
台
北

沈昌煥

美利堅合衆國駐中華民國大使館臨時代辦高立夫先生

此致

葛代辦重申敬意。

貴部長復照之日起實施，並視為自一九五四年八月二十六日即一九五四年共同安全法案

生效之日起有效。」

等由。

本部長茲證實中華民國政府對於

貴代表來照所載各項建議表示接受，並證實

貴代表來照及本照會即構成 貴我兩國政府間之一項協定，自本日起實施，並視為自一九五

四年八月二十六日起有效。相應復請 查照。

本部長順向

五、第五條第七項修正如下：

『在美國依照一九五一年共同安全法案，一九五四年共同安全法案，一九六一年援外法案或任何對各該法案有修正或補充作用之法案提供中國之援助終止時，已存或應存該特別帳戶或為因該等援助而產生之相對基金所設之任何類似帳戶內之純淨結餘，得依照中美國政府同意之目的予以處置，但美國之同意須經美國國會法案之核准。』

「中國政府如同意上列建議，則本照會及

貴部長表示同意之復照即構成 貴我兩國政府間之一項協定，自

上述中國貨幣款額繳存該特別帳戶，並得隨時預存款項於該帳戶內以備嗣後履行繳存此類款額之義務』。

二、第五條第三項中『依照一九四八年援華法案進行業務時在中國境內所需行政費用之中國貨幣數額』一語以『需要中國貨幣時』一語代替之。

三、刪除第五條第六項並將第七項改為第六項。

四、在一九四八年七月三日所簽訂嗣經修正之經濟援助協定中凡引述一九四八年援華法案之處，該項引述在適當之處應視為包括業經修正之一九五四年共同安全法案及業經修正之一九六一年援外法案。

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

照會

外
⁽⁵⁴⁾
北美
一

12680

逕復者・接准

貴代辦本日第二號照會，內開：

「查 貴我兩國政府代表近曾就雙方政府於公曆一九四八年七月三日在南京簽訂嗣

經修正之經濟援助協定進行商討，茲建議將該項修正之協定重予修正如次：

一、第五條第二項丙款修正如下：

『中華民國政府因美利堅合衆國政府依照本協定在贈予基礎上供給中華民國政府之服務或貨物之進口或出售所獲收入之等值中國貨幣之款額。中國政府應儘速將

Translation

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

WAI(54)PEI-MEI-I-12680

TAIPEI, August 11, 1965

SIR:

I have the honor to acknowledge receipt of your Note No. 2 of today's date which reads as follows:

[For the English language text see *ante*, p. 1650.]

In reply, I have the honor to confirm that the proposals set forth in your note are acceptable to the Government of the Republic of China and that your note and this reply shall constitute an agreement between our two Governments entering into force on today's date and deemed to be effective as of August 26th, 1954.

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

SHEN CHANG-HUAN

Mr. RALPH N. CLOUGH,
Chargé d'Affaires ad interim,
American Embassy,
Taipei.

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

No. 3

The Charge d'Affaires ad interim of the United States of America presents his compliments to His Excellency the Minister of Foreign Affairs of the Republic of China and has the honor to refer to the exchange of notes on this date amending the Economic Aid Agreement between the Government of the United States and the Government of the Republic of China signed at Nanking on July 3, 1948.

With respect to that part of the aforementioned exchange of notes amending Article V, paragraph 3 of the July 3, 1948 agreement, the United States Government takes this opportunity to inform the Government of the Republic of China that it is the expectation of the United States Government that the Chinese currency required under Article V, paragraph 3, as amended, will be limited to United States expenses in connection with the A. I. D.^[1] program in China.

EMBASSY OF THE UNITED STATES OF AMERICA,
Taipei, August 11, 1965.

^[1] Agency for International Development.

PRO MEMORIA

The Government of the United States of America wishes to refer to the conversations between its representatives and representatives of the Government of the Republic of China regarding the obligations of the Government of the Republic of China under Article V of the Economic Aid Agreement of July 3, 1948, as amended, to make further deposits of currency of the Government of the Republic of China in the Special Account for which provision is made in that Article, and to the exchange of notes of today's date amending the Agreement.

The Government of the United States hereby agrees to discharge the Government of the Republic of China from such obligations as reflected under items I.A.5.b (1) and (2) of the Annex (Part I) to the exchange of notes of April 9, 1965 [¹] with respect to (a) grant assistance furnished by the Government of the United States from July 3, 1948, to March 31, 1951, under that Agreement and pursuant to section 404(a) of the China Aid Act of 1948, [²] and (b) grant assistance furnished in the form of common use items destined for the Chinese armed forces, during United States Fiscal Years 1951, 1952, 1953 and 1954, under that Agreement and pursuant to section 202 of the China Area Aid Act of 1950, [³] as amended, and section 302(a) of the Mutual Security Act of 1951, [⁴] as amended.

EMBASSY OF THE UNITED STATES OF AMERICA,
Taipei, August 11, 1965.

¹ TIAS 5782; *ante*, p. 589.

² 62 Stat. 159; 22 U.S.C. § 1541 note.

³ 64 Stat. 202; 22 U.S.C. § 1547 note.

⁴ 65 Stat. 376; 22 U.S.C. § 1651 note.

FRANCE

**Education: Educational Commission and Financing of
Exchange Programs**

*Agreement signed at Paris May 7, 1965;
Entered into force May 28, 1965.*

A G R E E M E N T
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE FRENCH REPUBLIC
CONCERNING
CERTAIN ACADEMIC AND CULTURAL EXCHANGES AND
PROGRAMS IN THE FIELD OF EDUCATION

The Government of the United States of America

and

The Government of the French Republic,

—considering the successful results achieved in the field of academic and cultural exchanges between the two countries under the Agreement signed at Paris, October 22, 1948, [¹]

—desiring to continue such exchanges and to cooperate in the development of programs in the field of academic and cultural exchanges that will promote the spirit of traditional friendship uniting the people of the two countries,

—have agreed as follows:

Article 1

There shall be established a Commission to be known as the Franco-American Commission for Educational Exchange (hereinafter designated "the Commission") the purpose of which is to facilitate the administration of certain academic and cultural exchanges in the field of education.

The Commission shall have legal entity; it shall enjoy autonomy of management and administration.

Except as provided in Article 7 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 and the acquisition and use of property for the purposes set forth in the present Agreement.

The Government of the French Republic shall grant to the Commission, which shall be located in Paris, the privileges, exemptions and immunities included in Sections 3, 4, 7, 9, 10 and 31 (a) of the Convention adopted by the General Assembly of the United Nations, November 21, 1947, [²] on the immunities and privileges of Specialized Agencies.

Article 2

The Commission shall consist of twelve members, six of whom shall be citizens of the United States of America and six of whom shall be citizens of France. The American Ambassador to France, or in his absence the Chargé d'Affaires ad interim, (hereinafter designated as "Chief of Mission") shall appoint the American members and may terminate their appointments. The Minister of Foreign Affairs of the French Republic shall appoint the French members and may terminate their appointments.

The members of the Commission shall serve until December 31 of the year following the year of their appointment. They shall be eligible for reappointment. Appointments to vacant seats shall be made according to the procedures defined in the preceding paragraph.

¹ TIAS 1877; 62 Stat. (pt. 3) 3625.

² 33 UNTS 261.

The members of the Commission shall serve without compensation; however, the Commission may authorize the reimbursement of expenses incurred by its members in attending meetings of the Commission and in performing other official duties assigned by the Commission.

The Chief of Mission and the Minister of Foreign Affairs of the French Republic shall be Honorary Chairmen of the Commission.

The Commission shall select from among its members a Chairman, who like the other members shall be entitled to vote.

Article 3.

The Commission shall adopt such rules and appoint such committees as it shall deem necessary to carry out the responsibilities entrusted to it by this Agreement.

Article 4

The principal office of the Commission shall be in Paris; however, the Commission and any of its committees may meet, and any of its officers and staff may perform their functions, in such other places as the Commission may approve.

Article 5

Subject to the provisions of the present Agreement, the Commission shall possess all the powers necessary to carry out the purposes of this Agreement, including the following:

- 1.—plan, adopt and carry out programs in accordance with the purposes of this Agreement;
- 2.—recommend to the Board of Foreign Scholarships of the United States of America the candidacies of students, trainees, research scholars, and teachers at all academic levels, of French nationality, to participate in the program envisioned by this Agreement;
- 3.—approve the candidacies, and, as appropriate, arrange for the placement in French institutions of learning, of students, trainees, research scholars, and teachers at all academic levels, citizens and nationals of the United States of America, as presented by the aforesaid Board to participate in the program envisioned by this Agreement;
- 4.—recommend to the aforesaid Board such qualifications for the selection of participants in the program as the Commission may deem necessary for achieving the purposes of this Agreement;
- 5.—appoint an Executive Director and other administrative staff for the Commission, determine their salaries and other terms of employment, and otherwise incur administrative expenses against the Commission's funds;
- 6.—designate a Treasurer, or other person, to receive funds, which shall be deposited in bank accounts in the name of the Commis-

- sion, provided that the designation of the Treasurer or such other person, as well as the choice of the banks in which Commission funds will be deposited, must be approved by the Government of the United States of America and the Government of the French Republic;
- 7.—authorize the Treasurer, or other person designated as provided above, to disburse funds and make grants and advances of funds, including payment of transportation, tuition, maintenance and other expenses as determined by the Commission;
 - 8.—provide for periodic audits of the accounts of the Commission as directed by auditors approved by the Government of the United States of America and the Government of the French Republic;
 - 9.—acquire, hold, and dispose of property in the name of the Commission, provided, however, that the acquisition of any real property shall be approved in advance by the Government of the United States of America and the Government of the French Republic;
 - 10.—in the absence of objection by either Government, and subject to such conditions as either Government may impose, cooperate in the administration and carrying out of educational programs and activities that further the purposes of the present Agreement but are not financed by the Commission.

Article 6

The Commission shall use the funds made available to it by the two Governments as provided in Article 8 (including any accruals arising from deposit or other use thereof, as interest or otherwise), subject to the condition specified in Article 7, for the following purposes:

- 1.—financing studies, research, instruction and other educational activities of or for citizens and nationals of the United States of America in French schools and institutions of learning or research located outside the United States; and of or for citizens and nationals of France in American schools and institutions of learning or research located outside France;
- 2.—financing visits and interchanges between the United States of America and France of students, trainees, teachers, instructors, and professors; and
- 3.—financing other educational programs and activities.

Article 7

All commitments, obligations and expenditures authorized by the Commission shall be made pursuant to an annual budget drawn up by the Commission and approved by the two Governments.

Article 8

The Government of the United States of America proposes to make available to the Commission the balance of the French franc equivalent of \$10,000,000 provided for in the second sentence of paragraph 5 of the Memorandum of Understanding of May 28, 1946, [1] which balance is equivalent to \$4,770,200. The Government of the French Republic proposes to make available to the Commission the sum of 7,791,300 French francs.

The preceding provisions shall not prevent the Government of the United States of America or the Government of the French Republic from making available to the Commission any other funds that may be available for the purposes of the present Agreement.

The performance of the program foreseen in the first paragraph of this article is subject to the availability of appropriations to the Secretary of State of the United States of America and to the allocations of credits made annually to the Ministry of Foreign Affairs of the French Republic, in accordance with the Constitution and budgetary laws of the country of each.

The amounts that will be made available to the Commission each year by the two Governments shall be determined by agreement between the two Governments.

The Commission shall succeed to all funds and property, and to all liabilities, of the United States Educational Commission for France established under the Agreement signed at Paris October 22, 1948.

Article 9

Subject to authorization by the two Governments, the Commission may accept donations and bequests.

Article 10

The Commission shall submit each year to the Government of the United States of America and to the Government of the French Republic a report acceptable as to form and content by the two Governments, on its activities and the use of the funds placed at its disposal.

Article 11

The two Governments, at the request of either, shall consult to determine means of overcoming any obstacles that might hinder the effective accomplishment of the Commission's programs, or with a view to modifying, by common accord, the provisions of the present Agreement.

The present Agreement may be terminated by either party by written notice to the other of its desire to terminate the Agreement, and such termination shall become effective thirty days after the expiration of the first academic year in France which ends following the date of such notice. Upon termination of this Agreement, all

¹ TIAS 1928; 61 Stat. (pt. 4) 4176.

funds and property of the Commission shall become the property of the Government of the United States of America and the Government of the French Republic, subject to such conditions, limitations, and liabilities as may have been imposed thereon prior to termination, and shall be divided between them in proportion to their respective contributions to the Commission during the period of this Agreement. In determining the respective contributions of the two Governments during the period of this Agreement, any funds and property to which the Commission succeeds pursuant to the last paragraph of Article 8 above shall be regarded as contributed by the Government of the United States of America.

Article 12

This Agreement shall enter into force when each Government shall have notified the other Government by diplomatic note of the approval of the Agreement.^[1]

The Agreement between the Government of the United States of America and the Government of the French Republic for financing certain educational exchange programs signed at Paris, October 22, 1948, and amended by exchanges of notes dated June 18 and 30, 1954, June 30, 1955, and April 29, 1960 [?] shall be thereupon terminated.

Article 13

The present Agreement is drawn up in English and in French, both texts being of equal authenticity.

DONE at PARIS, May 7, 1965

For the Government of the
United States of America

CHARLES E BOHLEN

[SEAL]

For the Government of the
French Republic

ERIC DE CARBONNEL

[SEAL]

¹ May 28, 1965.

² TIAS 1877, 3031, 3281, 4487; 62 Stat. (pt. 3) 3625; 5 UST 1538; 6 UST 2097; 11 UST 1458.

**A C C O R D
ENTRE
LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET
LE GOUVERNEMENT DE LA REPUBLIQUE FRANCAISE
CONCERNANT
CERTAINS ECHANGES ET PROGRAMMES D'ECHANGES
UNIVERSITAIRES ET CULTURELS**

Le Gouvernement des Etats-Unis d'Amérique

et

Le Gouvernement de la République Française,

—considérant les résultats satisfaisants obtenus dans le domaine des échanges universitaires et culturels entre les deux pays, en vertu de l'Accord signé le 22 octobre 1948 à Paris,

—désireux de poursuivre lesdits échanges et de coopérer à la mise au point de programmes dans le domaine des échanges universitaires et culturels destinés à favoriser l'esprit d'amitié traditionnelle unissant les peuples des deux pays,

—sont convenus des dispositions suivantes:

Article 1^{er}:

Il est créé une Commission qui portera le nom de Commission franco-américaine d'échanges universitaires et culturels (ci-après dénommée "la Commission") et dont l'objet est de faciliter l'organisation de certains échanges universitaires et culturels dans le domaine de l'enseignement.

La Commission a la personnalité juridique; elle jouit de l'autonomie de gestion et d'administration.

Sous réserve des dispositions de l'article 7 du présent Accord, la législation interne et les lois locales des Etats-Unis d'Amérique relatives à l'utilisation de devises et crédits de devises et aux dépenses en devises et crédits de devises ainsi qu'à l'acquisition et à l'utilisation de biens aux fins prévues dans le présent Accord ne s'appliquent pas à la Commission.

Le Gouvernement de la République Française accorde à la Commission, qui siège à Paris, les priviléges, exemptions et immunités figurant aux paragraphes 3, 4, 7, 9, 10 et 31 (a) de la Convention adoptée par l'Assemblée Générale des Nations Unies le 21 novembre 1947 sur les immunités et priviléges des institutions spécialisées.

Article 2:

La Commission se compose de douze membres, dont six ressortissants des Etats-Unis et six ressortissants français. Les membres américains sont nommés par l'Ambassadeur des Etats-Unis en France, ou, en son absence, par le Chargé d'Affaires par interim (ci-après dénommé: "Chef de Mission"), qui peut mettre fin à leur mandat. Les membres français sont nommés par le Ministre des Affaires Etrangères de la République Française qui peut mettre fin à leur mandat.

Le mandat des membres de la Commission expire le 31 décembre de l'année suivant l'année de leur nomination. Leur mandat peut être renouvelé. Les sièges vacants sont pourvus conformément à la procédure définie au paragraphe précédent.

Les membres de la Commission ne sont pas rémunérés; la Commission peut cependant autoriser le remboursement des frais engagés par ses membres pour assister aux réunions de la Commission ou s'acquitter d'autres attributions officielles fixées par la Commission.

Le Chef de Mission et le Ministre des Affaires Etrangères de la République Française sont Présidents d'Honneur de la Commission.

La Commission choisit parmi ses membres un Président qui jouit du même droit de vote que les autres membres.

Article 3:

La Commission adopte les règlements et nomme les comités qu'elle juge nécessaires pour s'acquitter des responsabilités qui lui sont confiées aux termes du présent Accord.

Article 4:

Le siège de la Commission est à Paris; cependant, la Commission ou l'un quelconque de ses comités peut se réunir et l'un quelconque de ses membres ou des membres de son personnel peut exercer ses fonctions en tout autre lieu approuvé par la Commission.

Article 5:

Sous réserve des dispositions du présent Accord, la Commission est habilitée à prendre toutes dispositions nécessaires pour atteindre les objectifs du présent Accord, et notamment à:

- 1.—élaborer, adopter et mettre en oeuvre des programmes conformes aux objectifs du présent Accord;
- 2.—recommander au "Board of Foreign Scholarships of the United States of America" (Comité américain des bourses à l'étranger) les candidatures d'étudiants, de stagiaires, de chercheurs et d'enseignants de tous les degrés, ayant la nationalité française, désireux de participer au programme prévu dans le cadre du présent Accord;
- 3.—approuver les candidatures et, le cas échéant, prendre les dispositions nécessaires pour l'admission dans des établissements d'enseignement français, d'étudiants, de stagiaires, de chercheurs et d'enseignants de tous les degrés, citoyens et nationaux des Etats-Unis et présentés par le Comité susmentionné, en vue de leur participation au programme prévu dans le cadre du présent Accord;
- 4.—faire connaître au Comité susmentionné les conditions que les bénéficiaires du programme auront à remplir pour atteindre les objectifs du présent Accord;
- 5.—nommer un directeur exécutif et tous autres membres du personnel administratif nécessaires à la Commission, fixer leur traitement et les conditions d'emploi, et, par ailleurs, faire face aux dépenses administratives avec les fonds de la Commission;

- 6.-désigner un Trésorier, ou toute autre personne, qui sera chargé de recevoir les fonds, lesquels seront déposés à des comptes en banque au nom de la Commission, étant entendu que la nomination du Trésorier ou de toute autre personne, de même que le choix des banques où seront déposés les fonds de la Commission, devront avoir été approuvés par le Gouvernement des Etats-Unis d'Amérique et par le Gouvernement de la République Française;
- 7.-autoriser le Trésorier, ou toute autre personne désignée ainsi qu'il a été stipulé ci-dessus, à effectuer des versements, à payer des allocations et des avances de fonds, et notamment à prendre en charge des frais de transport, d'études, d'entretien et autres, prévus par la Commission;
- 8.-assurer la vérification périodique des comptes de la Commission conformément aux directives d'experts comptables agréés par le Gouvernement des Etats-Unis d'Amérique et par le Gouvernement de la République Française;
- 9.-acquérir, détenir et aliéner des biens au nom de la Commission, étant entendu cependant que l'acquisition de tous biens immobiliers doit être approuvée au préalable par le Gouvernement des Etats-Unis d'Amérique et par le Gouvernement de la République Française;
- 10.-en l'absence de toute opposition de l'un ou l'autre des Gouvernements et sous réserve des conditions que l'un ou l'autre Gouvernement peut imposer, participer à l'organisation et à la mise en oeuvre de programmes et d'activités du domaine de l'enseignement qui favorisent la réalisation des objectifs du présent Accord mais qui ne sont pas financés par la Commission.

Article 6:

La Commission utilisera les fonds mis à sa disposition par les deux Gouvernements conformément aux dispositions de l'article 8 (y compris tous produits provenant du dépôt ou de toute autre utilisation des fonds susmentionnés, tels qu'intérêts, etc . . .) sous réserve des dispositions de l'article 7, pour:

- 1.-financer études, recherches, cours et autres activités du domaine de l'enseignement organisés pour ou par des citoyens et nationaux des Etats-Unis d'Amérique dans des écoles et établissements d'enseignement ou de recherche français situés hors des Etats-Unis d'Amérique, et pour ou par des personnes ayant la nationalité française, dans des écoles et établissements d'enseignement ou de recherche américains situés hors de France;
- 2.-financer des voyages et des échanges, entre les Etats-Unis et la France, d'étudiants, de stagiaires, de membres de l'enseignement secondaire, d'assistants et de professeurs de l'enseignement supérieur; et

3.—financer d'autres programmes et activités du domaine de l'enseignement.

Article 7:

Tous engagements de dépenses, obligations et dépenses autorisés par la Commission doivent être conformes au budget annuel établi par la Commission et approuvé par les deux Gouvernements.

Article 8:

Le Gouvernement des Etats-Unis d'Amérique se propose de mettre à la disposition de la Commission le solde de l'équivalent en francs français d'une somme de 10.000.000 dollars prévus à la seconde phrase du paragraphe 5) du Memorandum d'Accord du 28 mai 1946, soit l'équivalent de 4.770.200 dollars. Le Gouvernement de la République Française se propose de mettre à la disposition de la Commission la somme de 7.791.300 francs français.

Les dispositions précédentes n'interdisent pas au Gouvernement des Etats-Unis d'Amérique et au Gouvernement de la République Française de mettre à la disposition de la Commission tous autres fonds dont ils peuvent disposer aux fins du présent Accord.

L'exécution du programme prévu au paragraphe 1 du présent article est subordonnée à la mise à la disposition des crédits au profit du Secrétaire d'Etat des Etats-Unis d'Amérique et aux crédits ouverts chaque année au Ministère des Affaires Etrangères de la République Française, conformément à la Constitution et aux lois budgétaires des deux Etats.

Les montants mis chaque année à la disposition de la Commission par les deux Gouvernements seront fixés par accord entre les deux Gouvernements.

La Commission reprend à son compte tous fonds et biens et tous éléments de passif de la "United States Educational Commission for France" (Commission américaine pour les échanges culturels avec la France) constituée en vertu de l'Accord signé à Paris le 22 octobre 1948.

Article 9:

Sous réserve de l'approbation des deux Gouvernements la Commission peut accepter des dons et des legs.

Article 10:

La Commission présente chaque année au Gouvernement des Etats-Unis d'Amérique et au Gouvernement de la République Française un rapport établi dans des conditions de forme et de fond agréées par les deux Gouvernements, sur ses activités et l'utilisation des fonds mis à sa disposition.

Article 11:

Les deux Gouvernements, à la requête de l'un d'entre eux, se consulteront pour déterminer les moyens de surmonter tous obstacles susceptibles d'entraver la réalisation effective des programmes de la Commission, ou pour modifier, d'un commun accord, les dispositions du présent Accord.

Chacune des Parties peut mettre fin au présent Accord en notifiant, par écrit, à l'autre Partie son désir de mettre fin à l'Accord et cette dénonciation prendra effet trente jours après la fin de la première année universitaire française qui s'achèvera après la date de la notification. S'il est mis fin au présent Accord, tous les fonds et biens de la Commission deviennent propriété du Gouvernement des Etats-Unis d'Amérique et du Gouvernement de la République Française, sous réserve de toutes conditions, restrictions et obligations qui peuvent avoir été imposées avant la dénonciation effective de l'Accord, et ils sont répartis entre les deux Etats en fonction de leurs contributions respectives à la Commission au cours de la durée du présent Accord. Pour la détermination des contributions respectives des deux Gouvernements au cours de la durée du présent Accord, tous fonds et biens repris à son compte par la Commission conformément au dernier paragraphe de l'article 8 ci-dessus doivent être considérés comme constituant une contribution du Gouvernement des Etats-Unis d'Amérique.

Article 12:

Le présent Accord entrera en vigueur lorsque chaque Gouvernement aura notifié à l'autre son approbation par note diplomatique.

Il sera mis fin à cette date à l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Française relatif au financement de certains programmes d'échanges universitaires, signé à Paris le 22 octobre 1948 et modifié par échanges de notes en date des 18 et 30 juin 1954, 30 juin 1955 et 29 avril 1960.

Article 13:

Le présent Accord est établi en anglais et en français, les deux textes faisant également foi.

FAIT à PARIS, le 7 Mai 1965

Pour le Gouvernement
des Etats-Unis d'Amérique
CHARLES E BOHLEN

Pour le Gouvernement
de la République Française
ERIC DE CARBONNEL

GUINEA

Agricultural Commodities

Agreement amending the agreement of May 22, 1963, as amended.

Effectuated by exchange of notes

Dated at Conakry September 18, 1965;

Entered into force September 18, 1965.

The American Ambassador to the Guinean Director General of Technical Cooperation and Economic Affairs

CONAKRY, REPUBLIC OF GUINEA
September 18, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of May 22, 1963, as amended, [¹] and to propose that part of the agreement be further amended by reducing the amount for tobacco to \$225,000 and inserting "Cotton, upland" in the value of \$545,000.

It is understood that the cotton provided by this amendment is to be purchased and delivery completed in calendar year 1965 and that the Government of Guinea will prohibit the export of cotton textiles during the period that such cotton is being imported and used.

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 note in reply.

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

JAMES I. LOEB
American Ambassador

His Excellency

BANGOURA MOHAMMED KASSORY
*Director General of Technical Cooperation
and Economic Affairs
Ministry of Foreign Affairs
Conakry, Republic of Guinea*

¹ TIAS 5394, 5487, 5700; 14 UST 1003, 1784; 15 UST 2169.

The Guinean Director General of Technical Cooperation and Economic Affairs to the American Ambassador

RS/SS/DAM

RÉPUBLIQUE DE GUINÉE

MINISTÈRE DES AFFAIRES ETRANGÈRES

Le Ministre

N° 685/DAM

CONAKRY, le 18-9-65

J'ai l'honneur d'accuser réception de votre lettre ainsi libellée:

"J'ai l'honneur de me référer à l'Accord intervenu entre nos deux Gouvernements le 22 Mai 1963, tel qu'amendé, et de proposer qu'une autre partie de cet accord soit également amendée de façon à réduire le montant prévu pour le tabac à \$225.000 et à y faire figurer du "coton, à fibres courtes" pour une valeur de \$545.000.

"Il est bien entendu que le coton fourni en vertu de cet amendement devra être acheté et la livraison en être terminée au cours de l'année civile 1965 et que le Gouvernement de la Guinée interdira l'exportation de textiles de coton pendant toute la période durant laquelle ce coton sera importé et utilisé.

"Nous proposons que la présente note et votre réponse donnant votre acceptation, constituent un accord entre nos deux Gouvernements, lequel prendra effet à la date de votre réponse".

J'ai l'honneur de donner l'accord total de mon Gouvernement sur les termes de la dite lettre.



Son Excellence JAMES I. LOEB
*Ambassadeur des Etats-Unis
en Guinée*

Translation

RS/SS/DAM
REPUBLIC OF GUINEA
MINISTRY OF FOREIGN AFFAIRS

The Minister

No. 685/DAM

CONAKRY, September 18, 1965

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

[For the English language text see *ante*, p. 1671.]

I have the honor to inform you that my Government fully agrees to the terms of the aforesaid note.

For the Minister:
[SEAL] M. K. B.

M. Kassory Bangoura
Director General of Cooperation

His Excellency

JAMES I. LOEB,
*Ambassador of the United States
to Guinea.*

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of May 26, 1965, as amended.

Effectuated by exchange of notes

Signed at Saigon October 14, 1965;

Entered into force October 14, 1965.

The American Deputy Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
No. 102 Saigon, October 14, 1965.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965. [¹] and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

COMMODITY	EXPORT MARKET VALUE (MILLIONS)
SWEETENED CONDENSED MILK	\$ 9.08
WHEAT FLOUR	.77
RICE	21.94
TOBACCO	.79
TOTAL	\$32.58

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "\$651,600" for "\$591,600" and "\$355,000" for "\$325,000" on numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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.

¹ TIAS 5821, 5867, 5876; *ante*, pp. 838, 1206, 1260; also TIAS 5044, *post*, p. 2061.

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

WILLIAM J. PORTER

His Excellency,
 TRAN VAN DO,
*Minister of Foreign Affairs,
 Saigon.*

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIỆT NAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No 4957-TTK/EF/NC

SAIGON, October 14, 1965

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 102 dated October 14, 1965 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE (MILLIONS)</u>
SWEETENED CONDENSED MILK	\$ 9.08
WHEAT FLOUR	.77
RICE	21.94
TOBACCO	.79
TOTAL	\$32.58

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "\$651,600" for "\$591,600" and "\$355,000" for "325,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of October 14, 1965.

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



His Excellency
Mr. HENRY CABOT LODGE
*Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Saigon*

NETHERLANDS

Maritime Matters: Applicability of Liability Agreement of February 6, 1963, to Private Operation of N.S. Savannah

*Agreement effected by exchange of notes
Dated at The Hague September 8, 1965;
Entered into force September 8, 1965.*

The American Embassy to the Netherlands Ministry of Foreign Affairs

No. 9

The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry of Foreign Affairs and has the honor to refer to the Agreements of February 6, 1963 and May 20, 1963 [¹] concerning visits of the N.S. Savannah to the Netherlands and to recent conversations with respect to the situation arising from the operation of the N.S. Savannah by a private company, rather than by the Maritime Administration of the United States Government.

The Embassy proposes that the Agreement of February 6, 1963 be considered as applicable to the operation of the N.S. Savannah in the new circumstances, it being understood that the annex of the Agreement is no longer applicable in that an indemnity agreement between the United States Atomic Energy Commission and the private company has taken the place of the indemnity agreement between the United States Atomic Energy Commission and the United States Maritime Administration.

Also, in view of the operation of the N.S. Savannah by a private company, the Embassy proposes that the Agreement of May 20, 1963, dealing with operational arrangements between the Government of the United States and the Government of the Netherlands for visits of the N.S. Savannah, be considered as inapplicable.

If the Netherlands Government agrees with these proposals, the Embassy suggests that this Note and the Ministry's affirmative reply shall constitute an agreement between the two Governments which shall enter into force on the date of the said reply and remain in force until December 31, 1965.

EMBASSY OF THE UNITED STATES OF AMERICA,
The Hague, September 8, 1965.

¹ TIAS 5357, 5358; 14 UST 786, 792.

*The Netherlands Ministry of Foreign Affairs to the American
Embassy*

MINISTRY OF FOREIGN AFFAIRS
THE HAGUE

Treaty Department

DVE/VB-139587

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note of today's date, reading as follows:

"The Embassy of the United States of America presents its compliments to the Royal Netherlands Ministry of Foreign Affairs and has the honor to refer to the Agreements of February 6, 1963 and May 20, 1963 concerning visits of the N.S. Savannah to the Netherlands and to recent conversations with respect to the situation arising from the operation of the N.S. Savannah by a private company, rather than by the Maritime Administration of the United States Government.

The Embassy proposes that the Agreement of February 6, 1963 be considered as applicable to the operation of the N.S. Savannah in the new circumstances, it being understood that the annex of the Agreement is no longer applicable in that an indemnity agreement between the United States Atomic Energy Commission and the private company has taken the place of the indemnity agreement between the United States Atomic Energy Commission and the United States Maritime Administration.

Also, in view of the operation of the N.S. Savannah by a private company, the Embassy proposes that the Agreement of May 20, 1963, dealing with operational arrangements between the Government of the United States and the Government of the Netherlands for visits of the N.S. Savannah, be considered as inapplicable.

If the Netherlands Government agrees with these proposals, the Embassy suggests that this Note and the Ministry's affirmative reply shall constitute an agreement between the two Governments which shall enter into force on the date of the said reply and remain in force until December 31, 1965."

The Ministry of Foreign Affairs has the honour to inform the Embassy of the United States of America that the Netherlands Government agrees with the proposals set forth in the Embassy's Note referred to above and that the said Note and the present reply shall constitute an agreement between the two Governments which shall

enter into force on the date of the present reply and remain in force until December 31, 1965.

THE HAGUE, September 8, 1965.



To the EMBASSY
OF THE UNITED STATES OF AMERICA,
The Hague.

PHILIPPINES

Parcel Post

Agreement and regulations of execution

Signed at Manila September 21, 1964, and at Washington November 12, 1964;

Approved and ratified by the President of the United States of America November 30, 1964;

Entered into force November 1, 1965.

PARCEL POST AGREEMENT between

THE POSTAL ADMINISTRATION OF THE UNITED STATES
OF AMERICA
and

THE POSTAL ADMINISTRATION
of the
REPUBLIC OF THE PHILIPPINES

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PARCEL POST AGREEMENT
between
THE POSTAL ADMINISTRATION OF THE UNITED STATES
OF AMERICA
and
THE POSTAL ADMINISTRATION
of the
REPUBLIC OF THE PHILIPPINES

The undersigned, for and on behalf of the Postal Administrations of the United States of America and the Republic of the Philippines, by virtue of the authority vested in them, have by mutual consent agreed to the following Articles:

Article I

Object of the Agreement

Between the United States of America (including Puerto Rico, the Virgin Islands of the United States, Guam and American Samoa) on the one hand and the Republic of the Philippines on the other hand, there may be exchanged parcels up to the limits of weight and dimensions stated in the Detailed Regulations for the Execution of this Agreement.

Article II

Transit Parcels

1. Each Postal Administration agrees to accept in transit through its service, to or from any country with which it has parcel-post communication, parcels originating in, or addressed for delivery in the service of, the other contracting Administration.
2. Each Postal Administration shall inform the other to which countries parcels may be sent through it as intermediary, and the amount of the charges due to it therefor, as well as other conditions.
3. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediate Administration.

Article III

Postage and Fees

1. The Administration of origin is entitled to collect from the sender of each parcel the postage and the fees for requests for information as to the disposal of a parcel made after it has been posted, and also, in the case of insured parcels, the insurance fees and the fees for return receipts that may from time to time be prescribed by its regulations.

2. Except in the case of returned or redirected parcels, the postage and such of the fees mentioned in the preceding section as are applicable must be paid in advance.

Article IV

Preparation of Parcels

Every parcel shall be packed in a manner adequate for the length of the journey and the protection of the contents as set forth in the Detailed Regulations. Each Administration may also undertake the necessary measures to ensure an accurate and exact description of the contents of outgoing parcels.

Article V

Prohibitions

1. The following articles are prohibited transmission by parcel post:

(a) A letter or a communication having the character of an actual and personal correspondence. Nevertheless, it is permitted to enclose in a parcel an open invoice confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel, that of the sender being added.

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Any live animal, except bees.

(d) Any article the admission of which is forbidden by the customs or other laws or regulations in force in either country.

(e) Any explosive or inflammable article and, in general, any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees or may soil or damage other articles.

(f) Articles of an obscene or immoral nature.

It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer; platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles in uninsured parcels.

If a parcel which contains coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured); precious stones, jewelry, or other precious articles is sent uninsured, it shall be placed under insurance by the Administration of destination and treated accordingly.

2. If a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosives or inflammable articles, as well as documents, pictures, and other articles injurious to public morals, may be destroyed on the spot by the Administration which finds them in the mails.

3. The fact that a parcel contains a letter, or a communication having the nature of a letter, may not in any case entail return of the parcel to the sender. The letter, however, is marked for collection of postage calculated at double the rate applicable to the letter service from the country of origin to the country of destination.

4. The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not on that account assume any responsibility towards the customs or police authorities, or the sender.

5. If a parcel wrongly admitted to the post is neither returned to origin nor delivered to the addressee, the Administration of origin shall be informed as to the precise treatment accorded to the parcel in order that it may take such steps as are necessary.

Article VI

Insurance

1. Parcels may be insured up to the amount of 500 gold francs or its equivalent in the currency of the country of origin. However, the Chiefs of the two contracting Postal Administrations may, by mutual consent, increase or decrease this maximum amount of insurance.

2. A parcel cannot give rise to the right to an indemnity higher than the actual value of its contents, but it is permissible to insure it for only part of that value.

Article VII

Responsibility. Indemnity

1. The Postal Administrations of the two countries concerned will not be responsible for the loss, abstraction, or damage of an ordinary parcel.

2. Except in the cases mentioned in the Article following, the contracting Administrations are responsible for the loss of insured parcels mailed in one of the two countries for delivery in the other and

for the loss, abstraction of, or damage to their contents or a part thereof.

The sender or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing; provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 500 gold francs.

In cases where the loss, damage, or abstraction occurs in the service of the country of destination, the Administration of destination may pay compensation to the addressee at its own expense and without consulting the Administration of origin; provided that the addressee can prove that the sender has waived his rights in the addressee's favor.

3. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, nondelivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

4. In the case where indemnity is payable for the loss of a parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to return of the postal charges, if claimed. However, the insurance fees are not returned in any case.

5. In the absence of special agreement to the contrary between the Administrations involved, which agreement may be made by correspondence, no indemnity will be paid by either Administration for the loss, rifling, or damage of transit insured parcels; that is, parcels originating in a country not participating in this Agreement and destined for one of the two participating countries, or parcels originating in one of the two participating countries and destined for a country not participating in this Agreement.

6. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country at the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the Administration of the country where the loss, rifling, or damage occurred consents to pay, or which that Administration is obliged to pay in accordance with the agreement made between the Administrations directly interested in the reforwarding or return. Either of the two Administrations signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

Article VIII

Exceptions to the Principle of Responsibility

1. The two Administrations are relieved from all responsibility:

(a) When the parcel has been delivered to the addressee or it has been returned to the sender, and the addressee or the sender, as the case may be, has accepted delivery without any reservation. In the case of "in care" parcels, responsibility ceases when delivery has been made to the addressee first mentioned or to the address of the person in whose care the parcel is addressed in the absence of instructions from the addressee and the proper receipt has been obtained.

(b) In case of loss or damage through force majeure, although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to force majeure even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to force majeure. The Administration responsible for the loss, abstraction, or damage must decide in accordance with the internal legislation of the country whether this loss, abstraction, or damage was due to circumstances constituting a case of force majeure.

(c) When, their responsibility not having been proved otherwise, they are unable to account for parcels in consequence of the destruction of official documents through force majeure.

(d) When the damage has been caused by the fault or negligence of the sender, or the addressee, or the representative of either; or when it is due to the nature of the article.

(e) For parcels which contain prohibited articles.

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin.

(g) For parcels seized by the Customs because of false declaration of contents.

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of an insured parcel.

(i) For parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed; but the Administration responsible for the loss, rifling, or damage may pay indemnity in respect of such parcels without recourse to the other Administration.

2. The responsibility of properly enclosing, packing, and sealing insured parcels rests upon the sender, and the postal service of neither country will assume liability for loss, rifling, or damage arising from defects which may not be observed at the time of posting.

Article IX

Termination of Responsibility

1. The two Administrations shall cease to be responsible for parcels which have been delivered in accordance with their internal regulations and of which their owners or their agents have accepted delivery. For this purpose, the Administration may cause the verification of the contents of parcels before or at the time of delivery.

2. Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of a parcel the contents of which have been abstracted or damaged.

Article X

Payment of Compensation

The payment of compensation shall be undertaken by the Administration of origin except in the cases indicated in Article VII, Section 2, where payment is made by the Administration of destination. The Administration of origin may, however, after obtaining the sender's consent, authorize the Administration of destination to settle with the addressee. The paying Administration retains the right to make a claim against the Administration responsible.

Article XI

Period for Payment of Compensation

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing Section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

Article XII

Fixing of Responsibility

1. Until the contrary is proved, responsibility for an insured parcel shall rest with the Administration which, having received the parcel

from the other Administration without making any reservation and having been furnished with all the particulars for investigation prescribed by the regulations, cannot establish either proper delivery to the addressee or his agent, or other proper disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and after it has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs; unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If, in the case of a parcel dispatched from one of the two countries for delivery in the other, the loss, damage, or abstraction has occurred in course of conveyance without its being possible to prove in the service of which country the irregularity took place, the two Administrations shall bear the amount of compensation in equal shares.

4. By paying compensation, the Administration concerned takes over, to the extent of the amount paid, the rights of the person who has received compensation in any action which may be taken against the addressee, the sender, or a third party.

5. If a parcel which has been regarded as lost is subsequently found, in whole or in part, the person to whom compensation has been paid shall be informed that he is at liberty to take possession of the parcel within a period of ninety days from the date of notice given for that purpose upon repayment of the amount of compensation previously paid; otherwise the parcel becomes the property of the Administration or the Administrations which bore the loss.

Article XIII

Repayment of Compensation

1. The Administration responsible for the loss, rifling, or damage and on whose account the payment is effected, is bound to repay the amount of the indemnity to the Administration which has effected payment. This reimbursement must take place without delay and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor Administration must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

Article XIV

Certificate of Mailing. Receipts

1. On request made at the time of mailing an ordinary (uninsured) parcel, the sender may receive a certificate of mailing from the post

office where the parcel is mailed, on a form provided for the purpose; and each Administration may fix a reasonable fee therefor.

2. The sender of an insured parcel receives without charge at the time of posting, a receipt for his parcel.

Article XV

Return Receipts and Inquiries

1. The sender of an insured parcel may obtain an advice of delivery (return receipt) on payment of such additional charge, if any, as the Administration of origin of the parcel shall stipulate and under the conditions laid down in the Regulations.

2. A fee may be charged, at the option of the Administration of origin, on a request for information as to the disposal of an ordinary parcel and also of an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

3. A fee may also be charged, at the option of the Administration of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service

Article XVI

Customs Charges

The parcels are subject to all customs laws and regulations in force in the country of destination. The duties collectible on that account are collected from the addressee on delivery of the parcel in accordance with the customs regulations.

Article XVII

Customs Charges to be Canceled

The Administrations agree to cancel customs duties and other non-postal charges on parcels which are returned to the country of origin, abandoned by the senders, destroyed because the contents are completely damaged, or redirected to a third country.

Article XVIII

Fee for Customs Clearance

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs, or in respect of delivery to the Customs only, a fee not exceeding 80 gold centimes per parcel or such other fee as it may from time to time fix for similar services in its parcel post relations with other countries generally.

Article XIX

Delivery to the Addressee. Fee for Delivery at the Place of Address

Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. The Administration of that country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

Article XX

Warehousing Charge

The Administration of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "General Delivery" or "Poste Restante" or which are not claimed within the prescribed period. This charge may in no case exceed 5 gold francs.

Article XXI

Recall and change of address

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain for this service the charge fixed by its regulations. The requests for recall or change of address must be sent to the Central Administration at Washington in case of parcels destined for the United States, and to the Postmaster, Manila, in the case of parcels destined for the Republic of the Philippines.

Article XXII

Missent Parcels

Parcels received out of course, or wrongly allowed to be dispatched, shall be retransmitted or returned in accordance with the provisions of the Detailed Regulations.

Article XXIII

Redirection

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination. The Administration of destination may collect the redirection charge prescribed by its internal regulations. Similarly, a parcel may be redirected from one of the two countries whose Postal Administrations are parties to this

Agreement to a third country provided that the parcel complies with the conditions required for its further conveyance and provided, as a rule, that the extra postage is prepaid at the time of redirection or documentary evidence is produced that the addressee will pay it.

2. Additional charges levied in respect of redirection and not paid by the addressee or his representative shall not be canceled in case of further redirection or of return to origin, but shall be collected from the addressee or from the sender as the case may be, without prejudice to the payment of any special charges incurred which the Administration of destination does not agree to cancel.

Article XXIV

Nondelivery

1. The sender must state at the time of mailing, that, if the parcel cannot be delivered as addressed, it may be either (a) tendered for delivery at a second address in the country of destination, (b) treated as abandoned or (c) returned to sender. No other alternative is permissible. The request must appear on the parcel and the customs declaration and must be in conformity with or analogous to, one of the following forms:

“If undeliverable as addressed, deliver to”

“If undeliverable as addressed, abandon.”

“If undeliverable as addressed, return to sender.”

In the case of the third option, the sender may specify that the parcel may be returned immediately or within a period authorized in the country of destination.

2. In the absence of a request by the sender to the contrary, a parcel which cannot be delivered shall be returned to the sender without previous notification and at his expense thirty days after its arrival at the office of destination. Insured parcels shall be returned as such.

Nevertheless, a parcel which is definitely refused by the addressee shall be returned immediately.

3. The charges due on returned undeliverable parcels shall be recovered in accordance with the provisions of Article 19, Section 5, of the Detailed Regulations.

Article XXV

Sale. Destruction

Articles of which the early deterioration or corruption is to be expected, and these only, may be sold immediately, even when in transit on the outward or return journey, without previous notice or judicial formality. If, for any reason, a sale is impossible, the spoilt or putrid articles shall be destroyed.

Article XXVI

Abandoned Parcels

Parcels which cannot be delivered to the addressees and which the senders have abandoned shall not be returned by the Administration of destination, but shall be treated in accordance with its legislation. No claim shall be made by the Administration of destination against the Administration of origin in respect of such parcels.

Article XXVII

Charges

1. For each parcel exchanged between the contracting administrations the dispatching office credits to the office of destination in the parcel bills the quotas due to the latter and indicated in the Regulations of Execution.

2. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due to it, namely, as the case may be:

- (a) The charges prescribed by Section 1 above.
- (b) The charges for reforwarding or return.

3. The sums to be paid for parcels in transit, that is, parcels destined either for a possession or for a third country, are either indicated in the Detailed Regulations or may be fixed by each Administration and advised by correspondence.

Article XXVIII

Air Parcels

The Postal Administrations of the two countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by air routes.

Article XXIX

Miscellaneous Provisions

1. The francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Universal Postal Union Convention. [¹]

¹ TIAS 4202; 10 UST 413.

2. Parcels shall not be subjected to any postal charges other than those contemplated in this Agreement, except by mutual consent of the two Administrations.

3. In extraordinary circumstances either Administration may temporarily suspend the parcel post, either entirely or partially, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

Article XXX

Matters not Provided for in the Present Agreement

1. Unless they are provided for in the present Agreement, all questions concerning requests for recall or return of parcels, obtaining and disposition of return receipts, and adjustment of indemnity claims in connection with insured parcels shall be governed by the provisions of the Universal Postal Convention and its Regulations of Execution insofar as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or of the Republic of the Philippines or the decisions made by one country or the other are applicable in the respective country.

2. The details relative to the application of the present Agreement will be fixed by the two Administrations in the Detailed Regulations, the provisions of which may be modified or completed by mutual consent by way of correspondence.

3. The two Administrations may notify each other of their laws, ordinances and tariffs concerning the exchange of parcel post. They must advise each other of all modifications in rates which may be subsequently made.

Article XXXI

Entry into Force and Duration of Agreement

1. This Agreement shall supersede and abrogate the Postal Convention between the United States of America and the Republic of the Philippines signed at Manila on September 17, 1947, and at Washington on September 30, 1947. [¹]

2. This Agreement shall be approved in accordance with the respective legal procedures of each country, and, thereafter, it shall enter into force on a date mutually agreed upon by the respective competent authorities of the two countries. [²]

¹ TIAS 1913; 61 Stat. (pt. 4) 4161.

² Nov. 1, 1965.

3. It shall continue in force for a period of six months after either of the two countries shall have notified the other of its intention to terminate the Agreement.

Done in duplicate and signed at Manila on the 21st day of September, 1964 and at Washington on the 12th day of November, 1964.

[SEAL] JOHN A. GRONOUSKI
*The Postmaster General of the
United States of America*

ENRICO PALOMAR
Enrico Palomar
*The Postmaster General of the
Republic of the Philippines*

**DETAILED REGULATIONS FOR THE EXECUTION OF THE
PARCEL POST AGREEMENT**

The following Detailed Regulations for the Execution of the Parcel Post Agreement have been agreed upon by the Postal Administrations of the United States of America and the Republic of the Philippines.

Article 1**Circulation**

1. Each Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.
2. Missent parcels shall be retransmitted to their proper destination by the most direct route at the disposal of the office retransmitting them. Insured parcels, when missent, may not be reforwarded to their destination except as insured mail. If this is impossible, they must be returned to origin.

Article 2**Limits of Weight and Size**

1. The parcels to be exchanged under the provisions of this Agreement may not exceed 44 pounds (20 kilograms) in weight provided that, for parcels addressed to the Philippines, parcels weighing up to 22 pounds and 44 pounds respectively shall be accepted only when addressed to post offices which are authorized to accept such packages. Parcels may not exceed the following dimensions:

Greatest combined length and girth, 6 feet. Greatest length $3\frac{1}{2}$ feet, except that parcels may measure up to 4 feet in length, on condition that those over 42 and not over 44 inches in length do not exceed 24 inches in girth, parcels over 44 and not over 46 inches in length do not exceed 20 inches in girth, and parcels over 46 inches and up to 4 feet in length do not exceed 16 inches in girth.

In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted save in the case of obvious error.

2. The limit of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

Article 3

Receptacles

1. The Postal Administrations of the two countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the office or country to which it belongs.

2. Bags must be returned empty to the dispatching office, made up in bundles to be enclosed in one of the bags. The total number of bags returned shall be entered on the relative parcel bills.

3. Each Administration shall be required to make good the value of any bags which it fails to return.

Article 4

Method of Exchange of Parcels

1. The parcels shall be exchanged in sacks duly fastened and sealed by the offices appointed by agreement between the two Administrations and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any sack of parcels shall not exceed 30 kilograms (66 pounds).

Article 5

Fixing of Equivalents

In fixing the charges for parcels, either Administration shall be at liberty to adopt such approximate equivalents as may be convenient in its own currency.

Article 6

Preparation of Parcels

Every parcel shall:

(a) Bear the exact address of the addressee in Roman characters. Addresses in pencil shall not be allowed except that parcels bearing addresses written with indelible pencil on a previously dampened surface shall be accepted. The address shall be written on the parcel itself or on a label so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address.

(b) Be packed in a manner adequate for the length of the journey and for the protection of the contents.

Articles liable to injure postal employees or to damage other parcels shall be so packed as to prevent any risk.

Article 7

Special Packing

Liquids and easily liquefiable substances must be packed in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated cardboard, or strong carton of fibreboard, or receptacle of equal strength), there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case that the receptacle is broken.

2. Dry coloring powders, such as aniline blue, etc., are admitted only in resistant metal boxes which in turn are placed in boxes of wood or strong corrugated cardboard, with sawdust or any other absorbent or protective matter between the two containers. Dry non-coloring powders must be placed in boxes of metal, wood or cardboard. These boxes should in turn, be enclosed in a linen, parchment or heavy paper cover.

Article 8

Customs Declarations

1. The sender shall prepare one customs declaration for each parcel sent from either country, upon a special form provided for the purpose by the country of origin.

The customs declaration shall give an accurate statement of the contents and value of the parcel, date of mailing, actual weight, the sender's name and address, and the name and address of the addressee, and shall be securely attached to the parcel.

2. The two Administrations accept no responsibility for the accuracy of customs declarations.

Article 9

Return Receipts

1. As to an insured parcel for which a return receipt is asked, the office of origin places on the parcel the letters or words "A.R." or "Avis de reception", or "Return receipt requested". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the parcel. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing Section.

Article 10

Indication of Insured Value

Every insured parcel and the relative customs declaration shall bear an indication of the insured value in the currency of the country of origin. The indication of the parcel shall be both in Roman letters written in full and in Arabic figures. The amount of the insured value shall be converted into gold francs by the Administration of origin. The result of the conversion shall be indicated distinctly by new figures placed beside or below those representing the amount of the insured value in the currency of the country of origin.

Article 11

Insurance Numbers, Labels, Seals

1. Each insured parcel must bear on the address side, an insurance number and must bear a label with the word "Insured" or "Valeur Déclarée". The word used may be marked or stamped on the parcel. The insurance number will also be shown on the customs declaration.

2. The wax or other seals, the labels of whatever kind and any postage stamps affixed to insured parcels shall be so spaced. that they cannot conceal injuries to the cover. Neither shall the labels or postage stamps, if any, be folded over two sides of the wrapping so as to hide the edge.

Article 12

Sealing of Parcels

1. Ordinary parcels may be sealed at the option of the senders, or careful tying is sufficient as a mode of closing.

2. Every insured parcel shall be sealed by means of wax or by lead or other seals, the seals being sufficient in number to render it impossible to tamper with the contents without leaving an obvious trace of violation. Either Administration may require a special design or mark of the sender on the sealing of insured parcels mailed in its service, as a means of protection.

3. The Customs Administration of the country of destination is authorized to open the parcels. To that end, the seals or other fasten-

ings may be broken. Parcels opened by the Customs must be re-fastened and also officially resealed.

Article 13

Indication of Weight of Insured Parcels

The exact weight in grams or in pounds and ounces of each insured parcel shall be entered by the Administration of origin:

- (a) On the address side of the parcel.
- (b) On the customs declaration, in the place reserved for this purpose.

Article 14

Place of Posting

Each parcel and the relative customs declaration shall bear the name of the office and the date of posting.

Article 15

Retransmission

1. The Administration retransmitting a missent parcel shall not levy customs or other non-postal charges upon it.

When an Administration returns such a parcel to the country from which it has been directly received, it shall refund the credits received and report the error by means of a verification note.

In other cases, and if the amount credited to it is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration shall allow to the Administration to which it forwards the parcel the credits due for onward conveyance; it shall then recover the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim shall be notified to the latter by means of a verification note.

2. When a parcel has been wrongly allowed to be dispatched in consequence of an error attributable to the postal service and has, for this reason, to be returned to the country of origin, the Administration which sends the parcel back shall allow to the Administration from which it was received the sums credited in respect of it.

3. The charges on a parcel redirected to a third country shall be claimed from the Administration to which the parcel is forwarded; unless the charge for conveyance is paid at the time of redirection, in which case the parcel shall be dealt with as if it had been addressed directly from the retransmitting country to the new country of destination. In case the Administration of the third country to which the parcel is forwarded refuses to assume the charges because they cannot

be collected from the sender or the addressee, as the case may be, or for any other reason, they shall be charged back to the Administration of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

5. A parcel which is redirected shall be retransmitted in its original packing and shall be accompanied by the original customs declaration. If the parcel, for any reason whatsoever, has to be repacked or if the original customs declaration has to be replaced by a substitute declaration, the name of the office of origin of the parcel and the original serial number and, if possible, the date of posting at that office shall be entered both on the parcel and on the customs declaration.

Article 16

Return of Undeliverable Parcels

1. If the sender of an undeliverable parcel has made a request not provided for by Article XXIV, Section 1, of the Agreement, the Administration of destination need not comply with it but may return the parcel to the country of origin, after retention for the prescribed period.

2. The Administration which returns a parcel to the sender shall indicate clearly and concisely on the parcel and on the relative customs declaration the cause of nondelivery. This information may be furnished in manuscript or by means of a stamped impression or a label. The original customs declaration belonging to the returned parcel must be sent back to the country of origin with the parcel.

3. A parcel to be returned to the sender shall be entered on the parcel bill with the word "Rebut" in the "Observations" column. It shall be dealt with and charged like a parcel redirected to a third country.

Article 17

Sale. Destruction

When an insured parcel has been sold or destroyed in accordance with the provisions of Article XXV of the Agreement, a report of the sale or destruction shall be prepared, a copy of which shall be transmitted to the Administration of origin.

Article 18

Inquiries Concerning Parcels

For inquiries concerning parcels which have not been returned, a form shall be used similar to the specimen annexed to the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union. [1] These forms shall be forwarded to the offices appointed by the two Administrations to deal with them and they shall be dealt with in the manner mutually arranged between the two Administrations.

Article 19

Parcel Bills

1. Separate parcel bills must be prepared for the ordinary parcels on the one hand and for the insured parcels on the other hand. The parcel bills are prepared in duplicate and both copies are sent enclosed in one of the bags. The bag containing the parcel bills is designated with the letter "F" conspicuously marked on the label.

2. Ordinary parcels sent from either country to the other shall be entered on the parcel bills to show the total weight thereof.

3. Insured parcels, sent from either country shall be entered individually on the parcel bills to show the insurance number, the insured value, the weight and the office (and state or country) of origin of each insured parcel as well as the total net weight of the parcels.

4. Parcels sent "a decouvert" must be entered separately.

5. In the case of returned or redirected parcels the word "Returned" or "Redirected", as the case may be, must be entered on the bill against the individual entry. A statement of the charges which may be due on these parcels should be shown in the "Observations" column.

6. The total number of bags comprising each dispatch must also be shown on the parcel bill.

7. Each dispatching office of exchange shall number the parcel bills in the top left-hand corner in an annual series. A note of the last number of the year shall be made on the first parcel bill of the following year.

8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through correspondence between the two Administrations.

¹ 365 UNTS 182.

Article 20

Verification by the Exchange Offices

1. Upon receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a Bulletin of Verification. A dispatch is considered as having been found in order in all regards when no Bulletin of Verification is made up.

If any error or irregularity is found upon receipt of a dispatch, all objects which may serve later on for investigations or for examination of requests for indemnity must be kept.

2. The dispatching exchange office to which a Bulletin of Verification is sent returns it after having examined it and entered thereon its observations, if any. That Bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must red dispatch such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note "Repacked at" and the signature of the agents who have effected such repacking.

Article 21

Credits

1. The terminal credits due to the Philippines for parcels addressed for delivery in the service of its territory shall be 0.60 gold franc per kilogram computed on the bulk net weight of each dispatch.

2. The credits due to the United States of America for parcels addressed for delivery in the service of its territory shall be as follows, computed on the bulk net weight of each dispatch:

For parcels addressed to the United States (including Alaska and Hawaii), to Puerto Rico and the United States Virgin Islands:

1.00 gold franc per kilogram.

The total credit of one gold franc per kilogram will apply on parcels addressed to Alaska, Hawaii, Puerto Rico and the United States Virgin Islands, whether sent via a port in the United States or direct to destination from the Philippines.

The credits due to the United States for parcels addressed for delivery in Guam and American Samoa shall be:

For parcels sent direct from the Philippines,
0.50 gold franc per kilogram;

For parcels sent via the United States,
1.20 gold francs per kilogram.

3. Each Administration reserves the right to vary its terminal rates in accordance with any alterations of these charges which may be decided upon in connection with its parcel post relations with other countries generally.

4. Three months' advance notice must be given of any increase or reduction of the rates mentioned in this Article. Such reduction or increase shall be effective for a period of not less than one year.

Article 22

Accounting

1. At the end of each quarter the receiving Administration makes up an account on the basis of the parcel bills covering dispatches during the quarter.

2. These accounts shall be submitted to the dispatching Administration for examination and acceptance as early as possible after the end of the quarter to which the accounts relate. Accepted copies of accounts shall be returned without delay.

3. Upon acceptance of the accounts of parcels forwarded in both directions the debtor Administration shall take steps to settle the net balance without delay by remittance means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

Article 23

Entry into Force and Duration of the Detailed Regulations

The present Detailed Regulations shall come into force on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement. The Administrations concerned shall, however, have the power by mutual consent to modify the details from time to time.

Done in duplicate and signed at Manila on the 21st day of September, 1964, and at Washington, the 12th day of November, 1964.

[SEAL] JOHN A. GRONOUSKI
*The Postmaster General of the
United States of America*

ENRICO PALOMAR
Enrico Palomar
*The Postmaster General of the
Republic of the Philippines*

The foregoing Agreement between the United States of America and the Republic of the Philippines for the exchange of parcels by parcel post and the Regulations for the Execution of the Agreement have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

In testimony whereof I have caused the seal of the United States to be hereunto affixed.

LYNDON B. JOHNSON

By the President
DEAN RUSK
Secretary of State

WASHINGTON, November 30, 1964.

BRAZIL

Aerial Mapping Program

Agreement interpreting the agreement of June 2, 1952.

Effectuated by exchange of notes

Signed at Rio de Janeiro September 22 and 28, 1965;

Entered into force September 28, 1965.

The American Ambassador to the Brazilian Acting Minister of Foreign Affairs

No. 277

RIO DE JANEIRO, September 22, 1965.

EXCELLENCY:

I have the honor to refer to the exchange of notes signed at Rio de Janeiro on June 2, 1952, [1] effecting an agreement between our two governments concerning a collaborative program of aeronautic charting and topographic mapping in Brazil and, in connection therewith, to record the understanding of my government that any provision of that agreement notwithstanding the original negatives of the photography may be retained in the possession of the Government of Brazil.

If the Government of Brazil concurs in that understanding this note and Your Excellency's note in reply shall constitute an agreement between our two governments interpreting the aforesaid agreement effected by exchange of notes of June 2, 1952.

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

LINCOLN GORDON

His Excellency

Ambassador ANTÔNIO BORGES LEAL CASTELLO BRANCO FILHO,
Acting Minister of Foreign Affairs,
Rio de Janeiro.

¹ TIAS 2656; 3 UST (pt. 3) 4838.

The Brazilian Acting Minister of Foreign Affairs to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

DAS/DAI/243/582.54(22)

Em 28 de setembro de 1965.

SENHOR EMBAIXADOR,

Tenho a honra de acusar o recebimento da nota nº. 277, de 22 de setembro corrente, na qual Vossa Excelência se refere ao acôrdo entre os nossos dois países, concluído por troca de notas em 2 de junho de 1952, acerca de um programa conjunto para a elaboração, no Brasil, de cartas aeronáuticas e mapas topográficos, bem como exprime o entendimento do Govêrno dos Estados Unidos da América de que o Brasil poderá guardar em seu poder os negativos originais das fotografias.

2. Em resposta, informo a Vossa Excelência que o Govêrno brasileiro concorda com esse ponto de vista e que a presente nota e a n. 277, acima citada, constituem um ajuste entre os nossos respectivos Governos interpretando o acôrdo em aprêço, efetuado pela troca de notas de 2 de junho de 1952.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

A.B.L. CASTELLO BRANCO.

A Sua Excelência o Senhor LINCOLN GORDON,
Embaixador dos Estados Unidos da América.

Translation

MINISTRY OF FOREIGN AFFAIRS

DAS/DAI/243/ 692.54(22)

September 28, 1965

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Note No. 227, dated September 22, 1965, in which Your Excellency refers to the agreement between our two countries effected by an exchange of notes on June 2, 1952, with regard to a collaborative program for the preparation in Brazil of aeronautic charts and topographic maps, and expresses the understanding of the United States Government that Brazil may retain in its possession the original negatives of the photographs.

2. In reply, I inform Your Excellency that the Brazilian Government concurs in this point of view and that this note and Note No. 277 referred to above shall constitute an agreement between our governments interpreting the agreement concluded by the exchange of notes on June 2, 1952.

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

A. B. L. CASTELLO BRANCO

His Excellency

LINCOLN GORDON,

*Ambassador of the United States
of America.*

INDIA

Agricultural Commodities

Agreement amending the agreement of September 30, 1964, as amended.

Effectuated by exchange of notes

Signed at New Delhi November 4, 1965;

Entered into force November 4, 1965.

*The American Ambassador to the Indian Additional Secretary,
Department of Economic Affairs*

NEW DELHI, November 4, 1965

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 India dated September 30, 1964, as amended, [¹] and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$357.98 million to \$387.19 million, and increase the total value from \$515.15 million to \$544.36 million.
2. In Paragraph 3, Article I, substitute "\$117.66 million" for "\$88.45 million."
3. In Paragraph A, Article II, substitute "12.2 percent" for "11.8 percent" and substitute "\$3.5 million" for "\$3.2 million."
4. In Paragraph B, Article II, delete "9.1 percent" and insert "8.9 percent."
5. In Paragraph C, Article II, delete "79.1 percent" and insert "78.9 percent."
6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.
7. Article II, Subparagraph B (4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

¹ TIAS 5669, 5729, 5793, 5846, 5875; 15 UST 1941, 2393; *ante*, pp. 664, 1064, 1257; also TIAS 5913, *post*, p. 1833.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$10.303 million" and insert "\$10.887 million" and delete "\$2.175 million" and insert "\$2.475 million."

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.

CHESTER BOWLES

His Excellency

P. GOVINDAN NAIR,
Additional Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

*The Indian Additional Secretary, Department of Economic Affairs,
to the American Ambassador*

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
Department of Economic Affairs,

Additional Secretary

NEW DELHI, November 4, 1965.

EXCELLENCE:

I have received your note dated 4th November, 1965 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964, as amended, and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$357.98 million to \$387.19 million, and increase the total value from \$515.15 million to \$544.36 million.
2. In Paragraph 3, Article I, substitute "\$117.66 million" for "\$88.45 million."
3. In Paragraph A, Article II, substitute "12.2 percent" for "11.8 percent" and substitute "\$3.5 million" for "\$3.2 million."
4. In Paragraph B, Article II, delete "9.1 percent" and insert "8.9 percent."

5. In Paragraph C, Article II, delete "79.1 percent" and insert "78.9 percent."
6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.
7. Article II, Subparagraph B (4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.
8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$10.803 million" and insert "\$10.887 million" and delete "\$2.175 million" and insert "\$2.475 million."

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 you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

P. GOVINDAN NAIR

(P. Govindan Nair)

Additional Secretary to the Government of India

His Excellency

CHESTER BOWLES,

Ambassador of the United

States of America,

New Delhi

SPAIN

Tracking Stations

Agreement interpreting the agreement of January 29, 1964.

Effectuated by exchange of notes

Signed at Madrid October 11, 1965;

Entered into force October 11, 1965.

The American Ambassador to the Spanish Minister of Foreign Affairs

No. 131

MADRID, October 11, 1965.

EXCELLENCY:

I have the honor to inform Your Excellency that since a study has already been made by the National Aeronautics and Space Administration (NASA), and Instituto Nacional de Técnica Aeroespacial (INTA) has been informed, of the need for additional facilities required to complete the space-vehicle tracking and data acquisition station, the construction and operation of which was agreed upon between the Governments of Spain and the United States by the exchange of notes of January 29, 1964,^[1] the Government of the United States desires to establish definitively the scope of the second sentence of paragraph 3 of the aforesaid agreement in the following manner:

The facilities envisaged in the second sentence of paragraph 3 of the Agreement of January 29, 1964, additional to the space vehicle tracking station presently under construction and necessary to complete its capability for tracking and data acquisition, will comprise:

(1) An area of not more than 29 hectares, with the necessary rights of way for its use, in which there will be installed a parabolic antenna approximately 26 meters in diameter; transmitting, receiving, and servo electronics; recording, data handling and display, and communications equipment; and technical and supporting buildings and structures, as necessary, for engineering, operations, offices, storage, housing, utilities and other required purposes; and, in addition, an area of not more than one hectare for the location of a collimation tower, with additional rights of way, as necessary, for its use.

(2) An area of not more than 30 hectares, with the necessary rights of way for its use, in which there will be installed a parabolic antenna approximately 26 meters in diameter, transmitting, receiving,

¹ TIAS 5533 : 15 UST 153.

and servo electronics; recording, data handling and display, and communications equipment; and technical and supporting buildings and structures as necessary for engineering, operations, offices, storage, housing utilities and other required purposes; and, in addition, an area of not more than one hectare for the location of a collimation tower, with additional rights of way, as necessary for its use.

(3) Subject to the condition stated in paragraph 15 of the Agreement of January 29, 1964, an area of not more than 30 hectares, with the necessary rights of way for its use, in which there will be installed a parabolic antenna approximately 64 meters in diameter (or less); transmitting, receiving, and servo electronics; recording, data handling and display, and communications equipment; and technical and supporting buildings and structures as necessary for engineering, operations, offices, storage, utilities and other required purposes; and, in addition, an area of not more than one hectare for the location of a collimation tower, with additional rights of way, as necessary, for its use.

(4) Subject to the condition stated in paragraph 15 of the Agreement of January 29, 1964, an additional parabolic antenna approximately 26 meters in diameter, if necessary, to be located within one of the areas specified above in paragraphs (1), (2), and (3).

The precise configurations of the above areas and rights of way would be determined by detailed surveys in coordination with INTA and in accordance with the minimum needs for each facility. These areas would all be within the geographical coordinates set forth in the Agreement of January 1964.

Only within the areas mentioned in paragraphs 1, 2, and 3 above, as well as within that area already agreed upon between NASA and INTA pursuant to paragraph 1 of the Agreement of January 29, 1964, for the station presently under construction, will NASA, subject to agreement with INTA, hereafter perform new work and install new equipment or replace old equipment.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note be considered an interpretation and clarification of the second sentence of paragraph 3 of the agreement entered into by our two governments by the exchange of notes on January 29, 1964. I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

ANGIER BIDDLE DUKE

His Excellency

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

The Spanish Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE ASUNTOS EXTERIORES

43'

Nºm. 575

EXCMO. SEÑOR:

Tengo la honra de acusar recibo a V.E. de la nota nº 131 de 11 de los corrientes, cuyo texto, traducido al español, dice lo siguiente:

“ “Tengo el honor de manifestar a V.E. que estudiadas ya por la NASA y puestas en conocimiento del INTA las necesidades de instalaciones adicionales requeridas para completar la estación de seguimiento de vehículos espaciales y adquisición de datos cuya construcción y funcionamiento fué acordado entre los Gobierno español y norteamericano por Canje de Notas de 29 de Enero de 1964, el Gobierno de los Estados Unidos desea concretar definitivamente el alcance del párrafo segundo del Apartado 3 del citado Acuerdo en la siguiente forma:

Las instalaciones previstas en el párrafo segundo del Apartado 3 del Acuerdo de 29 de Enero de 1964, adicionales a la estación de seguimiento de vehículos espaciales actualmente en construcción y necesarias para completar su capacidad de seguimiento y adquisición de datos, comprenderán:

1) Una superficie de extensión no superior a 29 hectáreas, con los derechos de paso necesarios para su uso, en la que se instalarán una antena parabólica de aproximadamente 26 metros de diámetro; equipo de transmisión, recepción y servoelectrónico; de registro, manejo y exhibición de datos y comunicaciones; y edificios y construcciones técnicos y auxiliares que sean precisos para ingeniería, operaciones, oficinas, almacenamiento, habitación, servicios y otros fines necesarios; y, además, una superficie no superior a una hectárea para la instalación de una torre de colimación con los derechos de paso que fueren necesarios para su uso.

2) Una superficie de extensión no superior a 30 hectáreas, con los derechos de paso necesarios para su uso, en la que se instalarán una antena parabólica de aproximadamente 26 metros de diámetro; equipo de transmisión, recepción y servoelectrónico; de registro, manejo y exhibición de datos y comunicaciones; y edificios y construcciones técnicos y auxiliares que sean precisos para ingeniería, operaciones, oficinas, almacenamiento, habitación, servicios y otros fines necesarios; y, además una superficie no superior a una hectárea para la instalación de una torre de colimación con los derechos de paso que fueren necesarios para su uso.

3) Con sujeción a la condición enunciada en el Apartado 15 del Acuerdo de 29 de Enero de 1964, una superficie de extensión no superior a 30 hectáreas, con los derechos de paso necesarios para su

uso, en la que se instalaran una antena parabólica de aproximadamente 64 metros de diámetro (o menos); equipo de transmisión, recepción y servo-electrónico, de registro, manejo y exhibición de datos y comunicaciones; y edificios y construcciones técnicos y auxiliares que sean precisos para ingeniería, operaciones, oficinas, almacenamiento, habitación, servicios y otros fines necesarios; y, además, una superficie no superior a una hectárea para la instalación de una torre de colimación con los derechos de paso que fueren necesarios para su uso.

4) Con sujeción a la condición enunciada en el Apartado 15 del Acuerdo de 29 de Enero de 1964, una antena parabólica adicional de aproximadamente 26 metros de diámetro que, de ser necesaria, se instalaría dentro de una de las superficies señaladas en los Apartados (1) (2) y (3) anteriores.

La determinación exacta de las superficies arriba indicadas y de los derechos de paso se establecería mediante deslindes detallados efectuados en coordinación con el INTA y de acuerdo con las necesidades mínimas para cada instalación. Todas estas superficies se hallarían dentro de las coordenadas geográficas estipuladas en el Acuerdo de Enero de 1964.

Sólo dentro de las superficies mencionadas en los Apartados (1), (2) y (3) anteriores, así como de la ya acordada entre NASA e INTA en cumplimiento del Apartado 1 del Acuerdo de 29 de Enero de 1964 para la estación actualmente en construcción, NASA, previo acuerdo con INTA, podrá realizar en el futuro nuevas obras e instalar nuevos equipos o sustituir por otros los antiguos.

Si lo anterior es aceptable para el Gobierno de V.E. tengo el honor de proponer que esta Nota se considere como interpretación y aclaración del párrafo segundo del Apartado 3 del Acuerdo concluído entre nuestros dos Gobiernos por Canje de Notas de 29 de enero de 1964.”

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, le ruego, Señor Embajador, acepte las seguridades de mi más alta consideración.

Madrid, once de octubre de mil novecientos sesenta y cinco.

F MARIA CASTIELLA

Exmo. Sr. ANGIER BIDDLE DUKE

*Embajador de los Estados Unidos de América
Madrid*

Translation

MINISTRY OF FOREIGN AFFAIRS

43

No. 575

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 131 dated the 11th of this month, the text of which, translated into Spanish, reads as follows:

[For the English language text see *ante*, p. 1710.]

Informing Your Excellency that the Spanish Government agrees to the foregoing, I beg you, Mr. Ambassador, to accept the assurances of my highest consideration.

F MARIA CASTIELLA

MADRID, October 11, 1965

His Excellency

ANGIER BIDDLE DUKE,
*Ambassador of the
United States of America,
Madrid.*

MEXICO

Air Transport Services

Agreement extending and amending the agreement of August 15, 1960, as extended and complemented.

Effectuated by exchange of notes

Signed at México August 4, 1965;

Entered into force provisionally August 4, 1965; definitively January 14, 1966.

With exchange of letters.

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 213

MEXICO, D.F., August 4, 1965

EXCELLENCY:

I have the honor to refer to the Air Transport Agreement of August 15, 1960, between the Government of the United States of America and the Government of the United Mexican States, as extended and amended [¹] by various supplementary agreements between the two Governments, the last of which was the exchange of notes dated July 15, 1965 which extended the Agreement through August 4, 1965.

It is my understanding that the negotiations which took place in Mexico City between representatives of the Government of the United States of America and the Government of the United Mexican States from May 25, 1965 through July 28, 1965 resulted in agreement that the Air Transport Agreement of August 15, 1960, as amended, should be further extended through June 30, 1970, with the substitution of the Route Schedule enclosed herein for the Route Schedule presently in effect.

If the Government of the United Mexican States is in agreement with the terms of the present Note, I propose to Your Excellency that this Note and the Note in reply from Your Excellency communicating your Government's concurrence shall constitute an extension and modification of the Air Transport Agreement between our two Governments as provided herein.

¹ TIAS 4675, 5513, 5647, 5648, 5853; 12 UST 60; 15 UST 10, 1781, 1784; *ante*, p. 1113.

This extension shall enter into effect provisionally as of August 4, 1965, and will enter into force definitively upon receipt by the Government of the United States of America of notification from the Government of the United Mexican States that it has been approved by the Senate of the Republic.

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

FULTON FREEMAN

His Excellency

ANTONIO CARRILLO FLORES

*Secretary of Foreign Relations
Mexico, D.F.*

Enclosure:

Route Schedule

ROUTE SCHEDULE

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled stops in Mexico at the points specified in this paragraph:
 - A. New York - Mexico City, Acapulco.*
 - B. Washington, New Orleans - Mexico City.
 - C. Chicago, Dallas, Fort Worth - Mexico City, Acapulco via San Antonio without the right to operate:
 - (1) Nonstop Chicago - Acapulco.
 - (2) San Antonio - Acapulco (nonstop or via Mexico City).
 - D. San Antonio - Mexico City, Acapulco.
 - E. Los Angeles - Mexico City, Acapulco via San Diego without the right to operate nonstop San Diego - Acapulco.
 - F. New Orleans - Mérida and beyond to Central America and Panama and beyond.
 - G. Miami - Mérida and beyond to Central America and Panama and beyond.
 - H. Houston - Mexico City and beyond to points in Central America and beyond, except that the carrier shall not provide nonstop service between Mexico City and Panama.
 - I. Miami, Tampa/St. Petersburg - Merida, Cozumel and beyond (cargo and mail only).
 - J. Miami, Tampa - Merida, Mexico City.
 - K. Mission/McAllen/Edinburg - Monterrey.
 - L. Harlingen/San Benito - Veracruz via Tampico.

*Nonstop New York - Acapulco operation will be deferred until July 1, 1966.
[Footnote in original.]

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

- A. Acapulco, Mexico City — Washington, New York and beyond New York to Europe.
- B. Acapulco, Mexico City — Chicago.
- C. Mexico City — San Antonio, Dallas, Fort Worth via Monterrey or Guadalajara.
- D. Mexico City — Los Angeles via Guadalajara, Puerto Vallarta, Mazatlan.
- E. Acapulco, La Paz — Los Angeles via Tijuana.
- F. Mexico City — Miami and beyond.
- G. Mexico City — Detroit.**
- H. Guadalajara — Houston.
- I. Monterrey — Laredo, Corpus Christi.
- J. Hermosillo — Phoenix via Tucson.

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

4. It is recognized that neither party will impose any unilateral restrictions on an airline or airlines of the other party with respect to capacity, frequencies or type of aircraft employed over any route specified in this route schedule.

The Mexican Secretary of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
ESTADOS UNIDOS MEXICANOS
MEXICO

507524

Méjico, D.F., a 4 de agosto de 1965.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 213, fechada el día de hoy, cuyo texto vertido al español es el siguiente:

**This route may be operated beyond Detroit to any point or points in Canada without traffic rights between Detroit and such point or points in Canada.
[Footnote in original.]

“Tengo el honor de referirme al Convenio sobre Transportes Aéreos de 15 de agosto de 1960, entre el Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos, prorrogado por varios acuerdos suplementarios entre los dos gobiernos, el último de los cuales fue el celebrado mediante el canje de notas fechado el 15 de julio de 1965 que prorrogó el Convenio hasta el 4 de agosto de 1965.

Tengo entendido que las negociaciones que se celebraron en la ciudad de México entre representantes del Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos del 25 de mayo al 28 de julio de 1965, concluyeron con el acuerdo de que el Convenio sobre Transportes Aéreos de 15 de agosto de 1960, fuera prorrogado hasta el 30 de junio de 1970 con la modificación del Cuadro de Rutas actualmente en vigor en los términos del Cuadro de Rutas anexo a la presente.

Si el Gobierno de los Estados Unidos Mexicanos está de acuerdo con los términos de la presente nota, mi Gobierno considerará que esta nota y la que Vuestra Excelencia me dirija manifestando la conformidad de su Gobierno, constituyan un Convenio de prórroga y modificación del Convenio sobre Transportes Aéreos entre nuestros dos gobiernos tal como aquí se estipula.

Esta prórroga entrará en vigor provisionalmente el 4 de agosto de 1965 y definitivamente al recibir el Gobierno de los Estados Unidos de América la notificación del Gobierno de los Estados Unidos Mexicanos de que el Convenio ha sido aprobado por el Senado de la República.”

En respuesta, tengo el agrado de comunicar a Vuestra Excelencia que mi Gobierno acepta las proposiciones anteriores y, por lo tanto, la nota número 213 antes transcrita, con el Cuadro de Rutas que recibí anexo a ella, y la presente, con la versión al español del Cuadro de Rutas que la acompaña, constituyen un Convenio de prórroga y modificación del vigente Convenio sobre Transportes Aéreos entre nuestros dos Gobiernos hasta el 30 de junio de 1970.

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

ANTONIO CARRILLO FLORES

Excelentísimo Señor FULTON FREEMAN,
*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Presente.*

CUADRO DE RUTAS

1. La línea o líneas aéreas designadas por el Gobierno de Estados Unidos de América tendrán el derecho de operar servicios aéreos en cada una de las rutas aéreas que se especifican, en ambas direcciones, y de hacer escalas regulares en México en los puntos que se especifican en este párrafo:

- A. Nueva York—Ciudad de México, Acapulco.*
 - B. Washington, Nueva Orleans—Ciudad de México.
 - C. Chicago, Dallas, Fort Worth—Ciudad de México, Acapulco vía San Antonio sin derecho a operar:
 - (1) Chicago—Acapulco, sin escalas.
 - (2) San Antonio—Acapulco (sin escalas o vía Ciudad de México).
 - D. San Antonio—Ciudad de México, Acapulco.
 - E. Los Angeles—Ciudad de México, Acapulco vía San Diego sin derecho a operar San Diego—Acapulco sin escalas.
 - F. Nueva Orleans—Mérida y más allá a Centroamérica y Panamá y más allá.
 - G. Miami—Mérida y más allá a Centroamérica y Panamá y más allá.
 - H. Houston—Ciudad de México y más allá a puntos en Centroamérica y más allá, excepto que el transportista no proveerá servicio entre la Ciudad de México y Panamá sin escalas.
 - I. Miami, Tampa/St. Petersburg—Mérida, Cozumel y más allá (carga y correo solamente).
 - J. Miami, Tampa—Mérida, Ciudad de México.
 - K. Mission/McAllen/Edinburg—Monterrey.
 - L. Harlingen/San Benito—Veracruz vía Tampico.
2. La línea o líneas aéreas designadas por el Gobierno de los Estados Unidos Mexicanos tendrán el derecho de operar servicios aéreos en cada una de las rutas aéreas que se especifican, en ambas direcciones, y de hacer escalas regulares en los Estados Unidos de América en los puntos que se especifican en este párrafo:
- A. Acapulco, Ciudad de México—Washington, Nueva York y más allá de Nueva York a Europa.
 - B. Acapulco, Ciudad de México—Chicago.
 - C. Ciudad de México—San Antonio, Dallas, Fort Worth vía Monterrey o Guadalajara.

*La operación sin escalas Nueva York—Acapulco será diferida hasta el 10. de julio de 1966.

- D. Ciudad de México-Los Angeles vía Guadalajara, Puerto Vallarta, Mazatlán.
- E. Acapulco, La Paz-Los Angeles vía Tijuana.
- F. Ciudad de México-Miami y más allá.
- G. Ciudad de México-Detroit.**
- H. Guadalajara-Houston.
- I. Monterrey-Laredo, Corpus Christi.
- J. Hermosillo-Phoenix vía Tucson.

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

4. Se reconoce que ninguna de las partes impondrá restricciones unilateralmente a una línea o líneas aéreas de la otra parte por lo que respecta a capacidad, frecuencias o tipo de aeronave empleada sobre cualquier ruta especificada en este Cuadro de Rutas.

Translation

507524

México, D.F., August 4, 1965

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 213, dated today, the text of which, translated into Spanish, reads as follows:

[For the English language text see *ante*, p. 1715.]

In reply I take pleasure in informing Your Excellency that my Government accepts the foregoing proposals, and, therefore, note No. 213 transcribed above, together with the Route Schedule I received with it, and this note, together with the enclosed Spanish version of the Route Schedule, constitute an extension and modification of the Air Transport Agreement between our two Governments to June 30, 1970.

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

ANTONIO CARRILLO FLORES

His Excellency

FULTON FREEMAN,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

**Esta ruta puede ser operada más allá de Detroit a cualquier punto o puntos en Canadá sin derechos de tráfico entre Detroit y tal punto o puntos en Canadá.

The American Ambassador to the Mexican Secretary of Communications and Transport

Mexico, D.F.
August 4, 1965

His Excellency

JOSE ANTONIO PADILLA SEGURA

*Secretary of Communications and Transport
Mexico, D.F.*

DEAR MR. SECRETARY:

During the talks which took place in Mexico City from May 25, 1965 through July 28, 1965, agreement was reached on the terms of the amendment and extension of the Air Transport Agreement between our two Governments. This agreement was recorded in an exchange of notes dated August 4, 1965. In connection with the foregoing, I would like to set forth the understanding of my Government with regard to the matters discussed.

1. The United States Government will make every effort to approve the application of CMA for a permit covering scheduled services between Cozumel and Miami. Should such a permit be approved, and should the United States aeronautical authorities certificate a United States airline for scheduled services between New Orleans and Cozumel, the Mexican aeronautical authorities will grant a permit to such airline with conditions or limitations reciprocal to those contained in the United States permit which is issued to the Mexican airline for the Cozumel - Miami route. Such conditions or limitations may be applied for a period of time equal to the period during which the conditions or limitations have been applied to the Mexican airline.

2. It is understood that the phrase "any rate proposed to be charged", as contained in paragraph 2 of Article 11, includes rates for single-plane services.

3. Should any dispute be submitted to arbitration under Article 13 of the Agreement, the two Governments will agree in advance whether the arbitral decision will be binding on both parties.

4. It is understood that the phrase "regular equipment" in Article 7 means any equipment, whether for use on the ground or for use on the aircraft itself, which is essential for the operation of the aircraft in its preparation for or in its actual flight. It is further understood that the phrase "intended solely for use by aircraft" means any item which is intended to be used only in connection with the aircraft. It is also understood that printed forms issued wholly at the insistence and expense of the Government of the origin of the aircraft will be exempt from the duties and charges specified in Article 7.

5. It is understood that the term "national" that appears in the text of Article 7 of the Agreement related to duties or charges, refers to Federal duties or charges.

It would be appreciated if you would advise me whether the foregoing reflects the understanding of the Mexican Government with respect to the matters in question.

Sincerely yours,

FULTON FREEMAN
American Ambassador

*The Mexican Secretary of Communications and Transport to the
American Ambassador*

PODER EJECUTIVO FEDERAL
ESTADOS UNIDOS MEXICANOS
MÉXICO D.F.
SECRETARIA DE COMUNICACIONES
Y
TRANSPORTES

México, D.F., a 4 de agosto de 1965.

Excmo Sr. FULTON FREEMAN.
*Embajador de los Estados Unidos
de América.
Presente.*

Tengo a honra referirme a su atenta carta fechada el día de hoy, la cual traducida al español, dice lo siguiente:

“Durante las pláticas que tuvieron lugar en la ciudad de México, del 25 de mayo de 1965 al 28 de julio de 1965, inclusive, se llegó a un acuerdo para modificar y prorrogar el Convenio sobre Transportes Aéreos entre nuestros dos gobiernos.

Este acuerdo fué consignado en un Canje de Notas fechado el 4 de agosto de 1965.

En relación con lo anterior, desearía expresar el entendimiento de mi Gobierno con respecto a los asuntos discutidos.

1) El Gobierno de los Estados Unidos de América hará sus mejores esfuerzos para aprobar la solicitud de la CMA de un permiso para servicios regulares entre Cozumel y Miami. En caso de que se apruebe tal permiso, y si las autoridades aeronáuticas de los Estados Unidos autorizaren a una línea aérea de los Estados Unidos para servicios regulares entre Nueva Orleans y Cozumel, las autoridades aeronáuticas mexicanas otorgarán un permiso a dicha línea aérea sujeto a condiciones o limitaciones equivalentes a las consignadas en el permiso de los Estados Unidos de América que se expida a la línea aérea mexicana para la ruta Cozumel-Miami. Tales condiciones o limitaciones podrán ser aplicadas por un período igual al período durante el cual las condiciones o limitaciones han sido aplicadas a la línea aérea mexicana.

2) Queda entendido que la frase "Cualquier tarifa que se proponga cobrar" tal como se menciona en el párrafo 2 del artículo 11, incluye tarifas para el servicio continuado de una misma aeronave.

3) Si una divergencia es sometida a arbitraje de conformidad con el artículo 13 del Convenio, los dos gobiernos se pondrán de acuerdo de antemano sobre si la decisión arbitral será obligatoria para ambas partes.

4) Queda entendido que la frase "equipo regular" en el artículo 7 significa cualquier equipo, ya sea para uso en tierra o para uso en la aeronave misma, que sea esencial para la operación de la aeronave en su preparación para el vuelo o en el vuelo mismo.

Queda entendido además que la frase "destinado para uso exclusivo de las aeronaves" significa cualquier artículo destinado a ser usado solamente en conexión con la aeronave. Queda entendido también que las formas impresas emitidas totalmente a instancia y a costa del Gobierno de origen de la aeronave estarán exentas de los impuestos y de los gravámenes especificados en el artículo 7.

5) Queda entendido que el término "nacionales" que aparece en el texto del artículo 7 del Convenio, relacionado con impuestos o gravámenes, se refiere a impuestos o gravámenes federales.

Agradecería a usted me informara si lo anterior refleja el entendimiento del Gobierno Mexicano con respecto a los asuntos tratados".

Al respecto, y de acuerdo con el último párrafo de su carta me complazco en manifestarle que lo anterior refleja el entendimiento del Gobierno Mexicano con relación a los asuntos tratados.

Reitero a usted las seguridades de mi más atenta y distinguida consideración.

J A P S.

Ing. JOSE ANTONIO PADILLA SEGURA.

Translation

UNITED MEXICAN STATES
DEPARTMENT OF COMMUNICATIONS
AND TRANSPORT

MEXICO, D.F., August 4, 1965

His Excellency

FULTON FREEMAN,

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

I have the honor to refer to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text see *ante*, p. 1721.]

In accordance with the last paragraph of your letter, I take pleasure in informing you that the foregoing reflects the understanding of the Mexican Government with respect to the matters concerned.

I renew to you the assurances of my most respectful and distinguished consideration.

J A P S.

JOSÉ ANTONIO PADILLA SEGURA.

CHILE

Agricultural Commodities

*Agreement signed at Santiago July 27, 1965;
Entered into force September 23, 1965.
With exchange of notes.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CHILE UNDER TITLE I OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSIST- ANCE ACT, AS AMENDED

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

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 Chilean escudos of agricultural commodities produced in the United States of America will assist in achieving such an expansion of trade;

Considering that the Chilean escudos 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 Chile 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 CHILEAN ESCUDOS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of Chile of purchase authorizations and to the availability of the specified commodities under the Act at the time of exportation, the Government of the

¹ 68 Stat. 455; 7 U.S.C. §§ 1701-1709.

United States of America undertakes to finance the sales for Chilean escudos, to purchasers authorized by the Government of Chile, of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value (millions)</u>
Wheat	\$12. 11
Corn	2. 93
Butteroil	1. 25
Nonfat dry milk	1. 41
Tobacco	2. 05
 Total	 \$19. 75

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 Chilean escudos accruing from such sale, and other relevant matters.

The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of Chile. The Government of Chile will not be required to deposit escudos for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessels for loading, the Government of Chile will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities in United States flag vessels.

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 CHILEAN ESCUDOS

The Chilean escudos 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), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 35 percent of the Chilean escudos accruing pursuant to this agreement.

B. For loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under Section 104(e) of the Act and for administrative expenses of AID in Chile incident thereto, 15 percent of the Chilean escudos 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 Chile for business development and trade expansion in Chile and to United States firms and Chilean 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 Chile, acting through the General Manager of the Central Bank of Chile (hereinafter referred to as The Central Bank). The General Manager of the Central Bank of Chile, or his designate, will act for the Government of Chile, 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 Central Bank of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purpose for which the loan proceeds would be expended.
- (4) When AID is prepared to act favorably upon an application, it will so notify The Central Bank 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 Chile on comparable loans, provided such rate is not lower than the cost of funds to the United States Treasury on comparable maturities, and the maturities will be consistent with the purpose of the financing.
- (5) Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, The Central Bank will indicate to AID whether or not The Central Bank has any objection to the proposed loan. When AID approves or declines the proposed loan it will notify The Central Bank.
- (6) In the event the Chilean escudos set aside for loans under Section 104(e) of the Act are not advanced before December

31, 1967, because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and The Central Bank, the Government of the United States of America may use the Chilean escudos for any purpose authorized by Section 104 of the Act.

C. For a loan to the Government of Chile 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 Chile, as may be mutually agreed, 50 percent of the Chilean escudos 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 Chilean escudos for loan purposes under Section 104(g) of the Act before December 31, 1967, the Government of the United States of America may use the Chilean escudos for any purpose authorized by Section 104 of the Act.

ARTICLE III

DEPOSIT OF CHILEAN ESCUDOS

1. The amount of Chilean escudos 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 financed by the Government of the United States of America converted into Chilean escudos, as follows:

- (a) at the rate applying to all foreign exchange transactions on the dates of dollar disbursement by the United States, provided that a unitary exchange rate is maintained by the Government of Chile, 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 Chile.

2. The Government of the United States of America shall determine which of its funds shall be used to pay refunds of Chilean escudos which become due under this Agreement or which are due or become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Chilean escudos accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of Chile 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 and 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 Chile will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and 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 on the date of the diplomatic note by which the Government of Chile informs the Government of

the United States that the agreement has been approved in accordance with its Constitutional Law.¹

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

Done at Santiago, in duplicate in the English and Spanish language, each text having equal authority, this 27th day of July 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

RALPH A. DUNGAN

Ralph A. Dungan
*Ambassador of the United States
of America*

FOR THE GOVERNMENT OF
CHILE

GABRIEL VALDES SUBERCASEAUX

Gabriel Valdes Subercaseaux
*Minister of Foreign Affairs of the
Republic of Chile*

[SEAL]

¹Sept. 23, 1965.

CONVENIO SOBRE PRODUCTOS AGRICOLAS ENTRE LOS GOBIERNOS DE ESTADOS UNIDOS DE AMERICA Y DE CHILE BAJO EL TITULO I DE LA LEY DE ASISTENCIA Y FOMENTO DEL COMERCIO AGRICOLA Y SUS ENMIENDAS

El Gobierno de los Estados Unidos de América y el Gobierno de Chile.

Reconociendo la conveniencia de incrementar el comercio de los productos agropecuarios entre ambos países y con otras naciones amigas, sin que ello signifique desplazar a los Estados Unidos del suministro de tales productos a sus mercados habituales o que se alteren indebidamente los precios mundiales de los productos agropecuarios o las normas usuales del comercio con los países amigos.

Considerando que la compra en escudos chilenos de productos agropecuarios originarios de los Estados Unidos de América contribuirá a lograr dicho incremento del comercio;

Considerando que los escudos que produzcan tales compras serán utilizados en forma beneficiosa para ambos países;

Deseando sentar las bases del entendimiento que regulará las ventas de productos agropecuarios a Chile, como se indica más abajo, en conformidad con el Título I de la Ley de Asistencia y Fomento del Comercio Agrícola y sus enmiendas (en adelante llamada la Ley) y las medidas que los dos Gobiernos adoptarán, individual y conjuntamente, para estimular el incremento del comercio de tales productos;

Han acordado lo siguiente:

ARTICULO I

Venta en escudos chilenos

1.—Sujeto a la emisión de autorizaciones de compra por parte del Gobierno de los Estados Unidos de América, a la aceptación de ellas por el Gobierno de Chile, y a la disponibilidad de productos específicos en conformidad a la Ley en la fecha de la exportación. El Gobierno de los Estados Unidos de América, se compromete financiar las ventas en escudos chilenos, a compradores autorizados por el Gobierno de Chile, de los siguientes productos agropecuarios, en las cantidades que se indican:

Artículo	Valor en el Mercado de Exportación (millones)
Trigo	US\$ 12, 11
Maíz	US\$ 2, 93
Butter-oil	US\$ 1, 25
Leche en polvo descremada	US\$ 1, 41
Tabaco	US\$ 2, 05
	US\$ 19, 75

2.-Las solicitudes de las autorizaciones de compra se presentarán dentro de 90 días desde la fecha de entrada en vigor del presente Convenio, con excepción de las solicitudes para autorizaciones de compra para cualesquiera productos adicionales o cantidades de productos previstas en cualquiera modificación de este Convenio, las que deberán ser presentadas dentro de los 90 días posteriores a la entrada en vigencia de tal modificación. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de los productos, plazo y condiciones del depósito de los escudos provenientes de dichas ventas y otras materias pertinentes.

El Gobierno de los Estados Unidos financiará el costo del transporte marítimo resultante de la ejecución del presente Convenio, sólo en la medida en que éste resulte mayor, en razón de la exigencia de que aproximadamente el 50% del tonelaje de los productos sea transportado en barcos de bandera Norteamericana. El saldo del costo de transporte de los productos, que se exija sean transportados en naves de bandera Estadounidense, será pagado en dólares por el Gobierno de Chile. No se exigirá al Gobierno de Chile que deposite escudos para cubrir el flete que sea financiado por el Gobierno de los Estados Unidos de América.

Inmediatamente después de contratar el espacio exigido en naves de bandera Norteamericana, y en ningún caso con posterioridad a la presentación de las naves para ser cargadas, el Gobierno de Chile abrirá una carta de crédito en dólares por el valor estimado del flete marítimo de los productos a ser transportados en naves de bandera Norteamericana.

3.-Podrá darse término al financiamiento, venta y entrega de productos bajo el presente Convenio, por cualquiera de los dos Gobiernos, si uno de ellos estimare que debido a que las condiciones han cambiado, el continuar con tales financiamientos, ventas o entregas se ha tornado innecesario o inconveniente.

ARTICULO II

Empleo de los escudos chilenos

Los escudos chilenos devengados en favor del Gobierno de los Estados Unidos como consecuencia de las ventas efectuadas bajo el presente Convenio serán empleados por el Gobierno de los Estados Unidos en la forma y con el orden de prioridad que él determine, con las finalidades y en las proporciones que a continuación se indican:

A.-Para los gastos incurridos por los Estados Unidos bajo las subsecciones (a), (b), (d), (f), y (h), hasta la (t) inclusive; de la Sección 104 de la Ley, o bajo cualesquiera de tales subsecciones: un 35% de los escudos chilenos que se acumulen en virtud del presente Convenio.

B.-Para préstamos que sean concedidos por la Agencia Internacional de Desarrollo de Washington (llamada en adelante AID) de conformidad con la Sección 104 (e) de la Ley, y para los gastos de ad-

ministración de AID en Chile resultantes de la concesión de tales préstamos: un 15% de los escudos chilenos devengados en virtud del presente Convenio. Queda entendido que:

(1) Los préstamos contemplados en la Sección 104 (e) de la Ley serán concedidos a empresas comerciales Estadounidenses y a sus sucursales, firmas subsidiarias o afiliadas de tales firmas en Chile para el desarrollo de los negocios y para la expansión del comercio en Chile, y a firmas Estadounidenses y Chilenas con el fin de establecer facilidades para la utilización, distribución y aumento del consumo y de los mercados para los productos agrícolas norteamericanos.

(2) Los préstamos serán materia de mutuo acuerdo entre AID y el Gobierno de Chile, procediéndose por intermedio del Gerente General del Banco Central de Chile (llamado en adelante el Banco Central). El Gerente General del Banco Central o la persona que él designe actuará en representación del Gobierno de Chile, y el Administrador de AID, o la persona que él designe, actuará en representación de AID.

(3) Al recibirse una solicitud que AID esté dispuesto a considerar, AID informará al respecto al Banco Central indicando la identidad del solicitante, la naturaleza del negocio propuesto, monto del préstamo solicitado y objetivos generales en que se invertirá la suma prestada.

(4) Cuando AID esté dispuesto a resolver favorablemente una solicitud de préstamo, lo notificará al Banco Central indicando la tasa del interés de la operación y el plazo que se establezca para el pago del préstamo.

La tasa de interés será similar a la que esté vigente en Chile en ese momento para préstamos de esta misma naturaleza, siempre que dicha tasa no sea inferior al costo que los fondos irrogan a la Tesorería de los Estados Unidos en plazos similares y siempre que los vencimientos guarden relación con la finalidad de tales financiamientos.

(5) Dentro de los sesenta días subsiguientes al recibo de la notificación de AID indicando su disposición de acceder a una solicitud, el Banco Central hará presente a AID si tiene o no inconvenientes para la concesión del préstamo. Cuando AID apruebe o rechace un préstamo, notificará al Banco Central.

(6) En caso de que los escudos chilenos reservados para préstamos conforme a la Sección 104 (e) de la Ley no hubieren sido entregados con anterioridad al 31 de diciembre de 1967, debido a que AID no hubiere aprobado las solicitudes o a que los préstamos solicitados no hubieren sido materia de mutuo acuerdo entre AID y el Banco Central, el Gobierno de los Estados Unidos podrá emplear los escudos chilenos para cualquier fin autorizado por la Sección 104 de la Ley.

C.—Para un préstamo al Gobierno de Chile con arreglo a la Sección 104 (g) de la Ley, con el fin de financiar proyectos de promoción del desarrollo económico, incluso para proyectos hasta ahora no incluidos en los planes del Gobierno de Chile, que puedan acordarse mutuamente;

un 50% de los escudos chilenos devengados bajo los términos del presente Convenio. Los términos y condiciones del mencionado préstamo y otras estipulaciones o cláusulas serán establecidas en un convenio de préstamo por separado. En caso de que con anterioridad al 31 de diciembre de 1967 no se hubiere llegado a un acuerdo respecto al empleo de los escudos chilenos de acuerdo con la Sección 104 (g) de la Ley, el Gobierno de los Estados Unidos podrá emplear los escudos chilenos para cualquier fin autorizado por la Sección 104 de la Ley.

ARTICULO III

Depósito de los escudos chilenos

1.-El monto de los escudos chilenos que deben ser depositados a favor del Gobierno de los Estados Unidos de América deberá ser el equivalente del valor en dólares de las ventas de los productos financiados por el Gobierno de los Estados Unidos de América, convertido en escudos chilenos, en la forma siguiente:

- (a) al tipo de cambio aplicable a todas las operaciones de comercio exterior en las fechas en que el Gobierno de los Estados Unidos desembolse dólares, con la condición de que el Gobierno de Chile mantenga un tipo unitario de cambio; o
- (b) al tipo de cambio que se acuerde mutuamente, cada cierto tiempo, entre los Gobiernos de Estados Unidos de América y de Chile, en caso que exista mas de un tipo legal de cambio para las transacciones de comercio exterior.

2.-El Gobierno de los Estados Unidos de América determinará cual de sus fondos será empleado para pagar reembolsos de escudos chilenos que lleguen a su vencimiento bajo los términos del presente Convenio, o que estén vencidos, o que lleguen a estarlo, en virtud de anteriores convenios sobre productos agrícolas. Bajo el presente Convenio se mantendrá una reserva durante dos años desde la fecha de su entrada en vigencia, la cual podrá ser empleada en el pago de tales reembolsos. Todo pago efectuado con fondos de dicha reserva se considerará como una reducción de la suma total de escudos chilenos devengados en favor del Gobierno de los Estados Unidos de América bajo el presente Convenio.

ARTICULO IV

Obligaciones Generales

1.-El Gobierno de Chile conviene en adoptar todas las medidas posibles a fin de evitar la reventa o reembarque a otros países, o un empleo diferente a su uso en el propio país (salvo cuando tales reventas, reembarques o empleos hayan sido aprobados específicamente por el Gobierno de los Estados Unidos de América) de los productos agropecuarios adquiridos en conformidad con las disposiciones de este Convenio; para evitar la exportación de todo producto de origen

nacional o extranjero que sea idéntico o parecido a los productos adquiridos bajo este Convenio, durante el período que se inicia en la fecha del presente Convenio y que termina en la fecha última en que tales productos sean recibidos y utilizados (salvo cuando tales exportaciones sean aprobadas por el Gobierno de los Estados Unidos de América) y para asegurar que la compra de tales productos no origine un aumento de la disponibilidad de los mismos productos o similares para naciones no amigas de los Estados Unidos de América.

2.—Los Gobiernos adoptarán todas las precauciones razonables para asegurar que todas las ventas y compras de productos agrícolas bajo este Convenio no desplacen los mercados habituales de los Estados Unidos para estos productos, ni alteren los precios mundiales de tales productos o las normas establecidas para el intercambio comercial con países amigos.

3.—En la aplicación de este Convenio, ambos Gobiernos procurarán asegurar condiciones mercantiles que permitan el funcionamiento efectivo del comercio privado y harán el mejor uso de sus atribuciones para desarrollar y estimular una demanda continua de productos agrícolas en el mercado.

4.—El Gobierno de Chile proporcionará trimestralmente informaciones relativas al progreso que vaya alcanzando este programa, en especial en lo que se refiere a la llegada y condiciones de los productos, cumplimiento de las compras en los mercados habituales e información relativa a las exportaciones e importaciones de productos idénticos o similares.

ARTICULO V

Consultas

Los Gobiernos de Estados Unidos y de Chile se consultarán, a petición de cualquiera de ellos, acerca de cualquier asunto relacionado con la aplicación de este Convenio o con las operaciones que se lleven a efecto de conformidad con el mismo.

ARTICULO VI

Entrada en vigencia

El presente Convenio entrará en vigencia en la fecha de la Nota Diplomática por la cual el Gobierno de Chile notifique al Gobierno de los Estados Unidos que el Convenio ha sido aprobado de acuerdo con sus disposiciones constitucionales.

En fe de lo cual y debidamente autorizado para este efecto, los representantes respectivos han procedido a firmar el presente Convenio

Hecho en Santiago, en duplicado, en idioma inglés y castellano, ambos de igual autenticidad, el veinte y siete de julio de mil novecientos sesenta y cinco.

Por el Gobierno de los Estados Unidos de América

RALPH A. DUNGAN

Ralph A. Dungan

Embajador de los Estados Unidos de América

Por el Gobierno de Chile

GABRIEL VALDES SUBERCASEAUX

Gabriel Valdés Subercaseaux

Ministro de Relaciones Exteriores de Chile

[SEAL]

The American Ambassador to the Chilean Minister of Foreign Affairs

No. 93

SANTIAGO, July 27, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

(1) In expressing its agreement with the Government of the United States of America that the above-mentioned deliveries should not unduly disrupt world prices of agricultural commodities or impair trade relations among friendly nations, the Government of Chile agrees that it will procure and import with its own resources during calendar year 1965 from the United States of America and countries friendly to it the following agricultural commodities in addition to those to be purchased under the terms of the agreement:

- (a) At least 105,000 metric tons of wheat and/or wheat flour in grain equivalent plus the 31,000 metric tons shortfall from Calendar Year 1964 usual marketings.
- (b) At least 4,000 metric tons of butter, butteroil and/or anhydrous milk fat plus the 1,000 metric tons shortfall from Calendar Year 1964 usual marketings.
- (c) At least 400 metric tons of leaf tobacco of which at least 295 metric tons shall be from the United States of America.

(2) With regard to paragraph 4 of Article IV of the agreement, the Government of Chile agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of Chile agrees to furnish quarterly (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations and (c) a statement by the Government showing progress made toward fulfilling commitments on usual marketings.

The Government of Chile further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

(3) The Government of Chile will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies at the brokers market rate of the following amounts of Chilean escudos for purposes of Section 104(a) of the Act, \$395,000 worth or two percent of Chilean escudos accruing under the agreement, whichever is greater, to finance agricultural

market development activities in other countries; and for purposes of Section 104(h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,^[1] up to \$400,000 worth of Chilean escudos to finance educational and cultural exchange programs and activities in other countries.

(4) The Government of the United States of America may utilize Chilean escudos in Chile to pay for travel which is part of a trip in which the traveler travels from, to or through Chile. 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 Chilean escudos may be utilized shall not be limited to services provided by Chilean transportation facilities.

(5) On the basis of understandings reached in conversations between representatives of our two Governments, deposits of Chilean escudos under Article III of the agreement will be made at the selling side of the brokers market rate of United States dollars for Chilean escudos net of all banking charges. It is further understood that if at any time a change takes place in the exchange rate system of Chile 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 above understanding.

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

RALPH A. DUNGAN

His Excellency

GABRIEL VALDES SUBERCASEAUX,
Minister of Foreign Affairs,
Santiago.

The Chilean Minister of Foreign Affairs to the American Ambassador

REPÚBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Nº 10196

SANTIAGO, 27 de julio de 1965.

SEÑOR EMBAJADOR:

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su Nota Nº 93 de fecha de hoy, cuyo texto es el siguiente:

"Excellencia:

Tengo el honor de referirme al Convenio sobre Productos Agrícolas suscrito, en esta fecha, por nuestros dos Gobiernos e

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

informarle sobre el entendimiento que da mi Gobierno a los siguientes aspectos:

(1) Al expresar Chile su acuerdo con el Gobierno de los Estados Unidos de América en el sentido de que las entregas de productos, según el Convenio, no deberán perjudicar indebidamente los precios mundiales de productos agrícolas ni lesionar las relaciones comerciales con naciones amigas, el Gobierno de Chile acepta comprar e importar mediante sus propios recursos, durante el año calendario de 1965, procedentes de los Estados Unidos de América y de países amigos de éste, los siguientes productos agrícolas además de aquellos que deben ser comprados bajo los términos del presente Convenio:

- (a) Por lo menos 105.000 toneladas métricas de trigo y/o harina de trigo en su equivalencia en granos, más las 31.000 toneladas métricas de este producto que quedaron sin comprar en los mercados habituales en el año calendario 1964.
- (b) Por lo menos 4.000 toneladas métricas de mantequilla, butteroil y/o grasa de leche anhídria, más las 1.000 toneladas métricas que quedaron sin comprar en los mercados habituales en el año calendario 1964.
- (c) Por lo menos 400 toneladas métricas de tabaco en hoja, de las cuales al menos 295 toneladas métricas procederán de los Estados Unidos de América.

(2) En relación con el párrafo 4 del Artículo IV del Convenio, el Gobierno de Chile se compromete a presentar trimestralmente las siguientes informaciones respecto a cada embarque de productos agrícolas que se haya recibido bajo el presente Convenio: el nombre de cada barco, fecha de llegada, puerto de arribo, el producto recibido y su cantidad, las condiciones en las cuales fueron recibidos, fecha en que la descarga haya quedado completada y el destino dado a la carga: si fue almacenada, distribuida localmente, o en caso de que haya sido embarcada indicar el lugar de destino. Además, el Gobierno de Chile se compromete a presentar trimestralmente (a): una relación de las medidas adoptadas para evitar la re-venta o reembarque de los productos; (b) seguridades de que el programa no haya tenido como resultado un aumento en las disponibilidades de estos productos o de productos similares en otras naciones; y (c) una cuenta del Gobierno que indique el progreso que se haya alcanzado en el cumplimiento de los compromisos asumidos respecto de los mercados habituales.

El Gobierno de Chile conviene, además, en que las informaciones mencionadas irán acompañadas de datos estadísticos relativos a las importaciones y exportaciones, con indicación del país de origen o de destino de los productos agrícolas que sean iguales o similares a los importados bajo el presente Convenio.

(3) El Gobierno de Chile otorgará, a pedido del Gobierno de los Estados Unidos de América, las facilidades necesarias para convertir a otras monedas, que no sean dólares, al tipo de cambio del mercado de

corredores, las siguientes sumas de escudos chilenos para los fines de la Sección 104 (a) de la Ley: el equivalente de US\$ 395.000 o el dos por ciento de los escudos devengados bajo el presente Convenio, eligiéndose de estas dos alternativas la suma que resulte mayor, para financiar actividades de desarrollo agrícola en otros países; y para los fines de la Sección 104 (h) de la Ley y con los objetivos que persigue la Ley de Mutuo Intercambio Educacional y Cultural de 1961: hasta el equivalente de US\$ 400.000 en escudos chilenos para el financiamiento de programas y actividades de intercambio educacional y cultural, en otros países.

(4) El Gobierno de los Estados Unidos de América podrá utilizar escudos chilenos en Chile para cubrir gastos de viaje desde, hacia o dentro de Chile. Queda entendido que dichos fondos se destinarán solamente para viajes de personas que lo hagan en cumplimiento de misiones oficiales del Gobierno de los Estados Unidos de América o que tengan relación con actividades que financia el Gobierno de los Estados Unidos de América. Queda entendido, asimismo, que los viajes en los que se utilicen escudos chilenos no serán sólo aquellos que se realicen empleando medios chilenos de transporte.

(5) Sobre la base de acuerdos alcanzados en conversaciones sostenidas por representantes de nuestros dos Gobiernos, los depósitos de escudos chilenos, bajo el Artículo III del Convenio, se harán al precio-vendedor del dólar en el mercado de corredores libre de todo gasto bancario. También queda entendido que si en algún momento el sistema cambiario chileno experimentare algún cambio antes de que los desembolsos de dólares, a que hace referencia el Artículo III, hayan sido completados, se fijará por mutuo acuerdo un nuevo tipo de cambio para los depósitos contemplados en el Artículo III para ser aplicado desde la fecha en que dicho cambio se haya producido.

Agradeceré a Vuestra Excelencia expresar su confirmación sobre el entendimiento a que he hecho referencia.

Ruego a Vuestra Excelencia acepte las renovadas seguridades de mi más alta consideración."

Al respecto, tengo el honor de comunicar a Vuestra Excelencia la conformidad de mi Gobierno con los términos de la Nota transcrita, constituyendo tanto ella como la presente respuesta, un acuerdo entre ambas Partes.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

GABRIEL VALDES SUBERCASEAUX

Excelentísimo Señor Don RALPH A. DUNGAN
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Santiago.-

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN AFFAIRS

No. 10196

SANTIAGO, July 27, 1965

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 93, of this date, the text of which is as follows:

[For the English language text see *ante*, p. 1737.]

I have the honor to inform Your Excellency that my Government concurs in the terms of the note transcribed above, and considers that it and this reply constitute an agreement between the two parties.

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

GABRIEL VALDES SUBERCASEAUX

His Excellency

RALPH A. DUNGAN,
*Ambassador Extraordinary and
Plenipotentiary of the United
States of America,
Santiago, Chile.*

COLOMBIA

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Signed at Bogotá October 19 and 28, 1965;
Entered into force November 28, 1965.*

The Colombian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

O/J
683

BOGOTA, 19 de octubre de 1.965.

SEÑOR EMBAJADOR:

Tengo el honor de referirme a conversaciones sostenidas por Representantes del Gobierno de la República de Colombia y Representantes del Gobierno de los Estados Unidos de América, relacionadas con la posible conclusión de un convenio entre los dos Gobiernos, con el propósito de una recíproca autorización para permitir a los radioaficionados que tengan licencia para operar sus estaciones en uno de los dos países, que operen sus estaciones en el otro, de acuerdo con las disposiciones del Artículo 41 de las Regulaciones Internacionales de Radio, Ginebra, 1.959. Se propone que el convenio respecto de este asunto sea concluido en la siguiente forma:

1. A un individuo que tenga licencia del Gobierno de la República de Colombia o del Gobierno de los Estados Unidos de América como radioaficionado y que opere una estación de radioaficionado con licencia de su Gobierno, le será permitido por el otro Gobierno, sobre bases recíprocas y sujeto a condiciones anotadas más adelante, operar tal estación en territorio del otro Gobierno.

2. El individuo que tenga licencia del Gobierno de la República de Colombia o del Gobierno de los Estados Unidos de América como radioaficionado, antes de que se le permita operar su estación de acuerdo con el párrafo 1, obtendrá la respectiva autorización de la oficina gubernamental administrativa con tal propósito.

3. La respectiva oficina administrativa de cada Gobierno puede dar una autorización como se anota en el párrafo 2, bajo tales condiciones y términos como prescriba, incluyendo el derecho de cancelación en cualquier momento, a conveniencia del Gobierno que autoriza.

Al recibo de la Nota de respuesta de Su Excelencia indicando el acuerdo del Gobierno de los Estados Unidos de América se considerará que esta nota y la nota de respuesta constituye un convenio entre los dos Gobiernos, que entrará en vigor treinta días después de la fecha de la Nota de respuesta y podrá ser terminado por cualquiera de las Partes, mediante aviso por escrito dado a la otra Parte con 6 meses de anticipación.

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

CÁSTOR JARAMILLO ARRUBLA

[SEAL]

A Su Excelencia

el señor COVEY T. OLIVER

Embajador Extraordinario y Plenipotenciario

De Los Estados Unidos de América.

Ciudad

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN RELATIONS

O/J
683

BOGOTÁ, October 19, 1965

MR. AMBASSADOR:

I have the honor to refer to conversations held by representatives of the Government of the Republic of Colombia and representatives of the Government of the United States of America concerning the possible conclusion of an agreement between the two Governments for the purpose of reciprocal authorizations to permit amateur radio operators licensed to operate their stations in one of the two countries to operate their stations in the other, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959. [¹] It is proposed that an agreement respecting this matter be concluded as follows:

1. An individual who is licensed by the Government of the Republic of Colombia or the Government of the United States of America as an amateur radio operator and who operates an amateur radio station under a license from his Government shall be permitted by the other Government, on reciprocal bases and subject to conditions noted below, to operate such a station in the territory of the other Government.

2. Before he is permitted to operate his station in accordance with paragraph 1, a person licensed by the Government of the Republic of Colombia or the Government of the United States of America as an

¹ TIAS 4893; 12 UST 2633.

amateur radio operator shall obtain the proper authorization for such purpose from the government administrative office.

3. The competent administrative office of each Government may grant an authorization, as noted in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at any time, at the discretion of the authorizing Government.

On the receipt of Your Excellency's note in reply indicating the concurrence of the Government of the United States of America, this note and the note in reply shall be considered as constituting an agreement between the two Governments, which shall enter into force thirty days after the date of the note in reply and may be terminated by either Party by six months' written notice to the other Party.

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

CÁSTOR JARAMILLO ARRUBLA

[SEAL]

His Excellency

COVEY T. OLIVER,

*Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.*

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

EMBASSY OF THE UNITED STATES OF AMERICA,

No. 263

Bogotá, October 28, 1965.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No. 683, dated October 19, 1965, proposing the conclusion of an agreement between the Government of the Republic of Colombia and the Government of the United States of America to grant reciprocal authorizations to permit licensed amateur operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

My Government is pleased to concur in each point enumerated in Your Excellency's Note, and in accordance with its penultimate paragraph, will consider a Reciprocal Licensing of Radio Amateurs Agreement, by exchange of Notes, to be in effect between Your Excellency's Government and my own on November 28, 1965, one month from the date of this Note.

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

COVEY T. OLIVER

His Excellency

Dr. CÁSTOR JARAMILLO ARRUBLA,
Minister of Foreign Relations,
Bogotá.

LUXEMBOURG

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Dated at Luxembourg July 7 and 29, 1965;
Entered into force July 29, 1965.*

The American Embassy to the Luxembourg Ministry of Foreign Affairs

No. 3

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Grand Duchy of Luxembourg and has the honor to refer to conversations between representatives of the Government of the United States of America and representatives of the Government of Luxembourg relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.^[1]

Pursuant to sections 303(l)(2) and 310(a) of the Communications Act of 1934 as amended ^[2] (47 U.S.C. 303(l)(2) and 310(a)), the Government of the United States of America is prepared to conclude an agreement with respect to this matter as follows:

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
2. The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate his station as provided for in paragraph 1, obtain from the appropriate administrative agency of the other Government an authorization for that purpose.

¹ TIAS 4893; 12 UST 2633.

² 78 Stat. 202.

3. The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph 2, under such conditions and terms as it may prescribe, including the right of cancellation at the convenience of the issuing Government at any time.

Upon the receipt of a reply note from you indicating the concurrence of the Government of Luxembourg, it will be considered that this note and the reply note constitute an agreement between the two Governments, such agreement to be in force as of the date of the reply note and to be subject to termination by either Government giving six months' notice, in writing, of its intention to terminate.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Luxembourg, July 7, 1965.

The Luxembourg Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

T. 7.30.

Le Ministère des Affaires Etrangères présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et a l'honneur d'accuser réception de sa note no. 3 en date du 7 juillet 1965 dont la teneur suit :

“L'Ambassade des Etats-Unis d'Amérique présente ses compliments au Ministère des Affaires Etrangères du Grand-Duché de Luxembourg et a l'honneur de se référer aux conversations que des représentants du Gouvernement des Etats-Unis d'Amérique ont eues avec des représentants du Gouvernement du Luxembourg en vue de la conclusion éventuelle d'un accord entre les deux Gouvernements permettant de donner, à charge de réciprocité, à des amateurs radio autorisés dans l'un des deux pays la faculté de se servir de leur poste dans l'autre pays, en conformité des dispositions de l'article 41 du Règlement des radio-communications de Genève de 1959.

En conformité avec les sections 303 (1) (2) et 310 (a) du Communications Act de 1934 amendé (47 U.S.C. 303 (1) (2) et 310 (a)), le Gouvernement des Etats-Unis d'Amérique est prêt à conclure cet accord dans les termes suivants :

1. Une personne reconnue par son Gouvernement en tant qu'amateur et se servant d'un poste d'amateur autorisé par ce même Gouvernement obtiendra la permission de l'autre Gouvernement d'utiliser ce poste

sur le territoire relevant de ce Gouvernement, à charge de réciprocité et aux conditions énumérées ci-dessous.

2. Une personne reconnue par son Gouvernement en tant qu'amateur radio devra, avant d'obtenir la permission de se servir de son poste dans les conditions fixées au paragraphe 1er, obtenir une autorisation à cette fin de l'administration compétente de l'autre Gouvernement.

3. L'administration compétente de chaque Gouvernement peut accorder l'autorisation, prévue au paragraphe 2, aux conditions et suivant les modalités qu'elle prescrira, tout en conservant le droit discrétionnaire de la révoquer à tout moment.

Après réception de votre réponse indiquant l'assentiment du Gouvernement du Luxembourg, cette note ensemble avec votre réponse seront considérées comme constituant un accord entre nos deux Gouvernements. Cet accord entrera en vigueur à la date de votre réponse et pourra être dénoncé par chacune des deux Parties moyennant un préavis de six mois donné par écrit."

Le Ministère des Affaires Etrangères a l'honneur de faire savoir à l'Ambassade des Etats-Unis d'Amérique que les dispositions contenues dans la note reproduite ci-dessus recueillent l'agrément du Gouvernement luxembourgeois.

Le Ministère des Affaires Etrangères saisit cette occasion pour renouveler à l'Ambassade des Etats-Unis d'Amérique les assurances de sa très haute considération.

LUXEMBOURG, le 29 juillet 1965.

[SEAL]

A L'AMBASSADE DES ETATS-UNIS
d'AMÉRIQUE
à

Luxembourg

Translation

MINISTRY OF
FOREIGN AFFAIRS

T. 7.30

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of its note No. 3, dated July 7, 1965, which reads as follows:

[For the English language text see *ante*, p. 1746.]

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America that the terms contained in the note reproduced above are acceptable to the Luxembourg Government.

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 very high consideration.

LUXEMBOURG, July 29, 1965

[SEAL]

THE EMBASSY OF THE
UNITED STATES OF AMERICA
at Luxembourg.

TIAS 5900

AFGHANISTAN

Technical Cooperation

Agreement extending the agreement of June 30, 1953, as extended.

Effectuated by exchange of notes

Signed at Kabul October 12, 1965;

Entered into force October 12, 1965;

Effective September 30, 1965.

*The American Ambassador to the Afghan Prime Minister and
Minister of Foreign Affairs*

No. 73

KABUL, October 12, 1965

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, as amended and extended.^[1]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "March 31, 1966" for the date "September 30, 1965," 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 concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from September 30, 1965.

Accept, Excellency, the assurances of my highest consideration.

JOHN MILTON STEEVES

His Excellency

Dr. MOHAMMED YUSUF,

*Prime Minister and Minister of Foreign Affairs,
Royal Government of Afghanistan,
Kabul.*

^[1] TIAS 2856, 4670, 4979, 5243, 5477, 5714, 5807; 4 UST 2012; 12 UST 16; 13 UST 305, 2716; 14 UST 1724; 15 UST 2249; *ante*, p. 767.

*The Afghan Prime Minister and Minister of Foreign Affairs to the
American Ambassador*



جلالنائب سفير كبير !

وصول نامه شماره ۲۳ مورخ ۱۲ اکتبر ۱۹۶۵ مطابق
۲۰ میزان ۱۳۴۴ جلالنایی را در مورد موافقت نامه پروگرام همکاری تخصصی
که بتاریخ ۲۰ جون ۱۹۵۳ در کابل امضاء گردیده است اطمینان میدهم.

پیشنهاد جلالنایی درباره تعدل ماره (۹) موافق نامه
مبنی بر تعدد ید تاریخ آن از ۳۰ سپتامبر ۱۹۶۵ به ۲۱ مارچ ۱۹۶۶ طرف قبول است.

بدینو سیله موافقت حکومت پار شاهی افغانستان را در زینت اظهار
داشته اخیراً ماتفا یقه را تجدید میدارم.

دکتور محمد یوسف
صدر اعظم وزیر امور خارجه

کابل - مورخ ۲۰ میزان ۱۳۴۴

جلالنائب جان ملن سنتیفرز
سفير کبیر ایالات متحده امریکا
کابل

*Translation***EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note No. 73 dated October 12, 1965, corresponding to Mizan 20, 1344, concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953.

Your Excellency's proposal to amend Article IX of the Agreement by extending its date from September 30, 1965 to March 31, 1966 is accepted.

I hereby express the agreement of the Royal Government of Afghanistan and offer renewed assurances of my highest consideration.

MOHAMMED YUSUF

Dr. Mohammed Yusuf
*Prime Minister and Minister of
Foreign Affairs*

KABUL, *Mizan 20, 1344 [October 12, 1965]*

His Excellency

JOHN MILTON STEEVES,
*Ambassador of the United States of America,
Kabul.*

ST. LUCIA Peace Corps

Agreement effected by exchange of notes

*Signed at Bridgetown, Barbados, October 19, 1965, and at Castries,
St. Lucia, November 10, 1965;
Entered into force November 10, 1965.*

The American Consul to the Administrator of St. Lucia

BRIDGETOWN, BARBADOS, W.I.,
October 19, 1965.

SIR:

I have the honor to refer to recent conversations between representatives of our two Governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in St. Lucia.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of St. Lucia and approved by the Government of the United States to perform mutually agreed tasks in St. Lucia. The Volunteers will work under the immediate supervision of governmental or private organizations in St. Lucia 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 St. Lucia 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 St. Lucia; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of St. Lucia will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside St. Lucia, from all customs duties or other charges on their personal property introduced into St. Lucia for their own use at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two Governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of St. Lucia will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in St. Lucia by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of St. Lucia will receive a representative of the Peace Corps and such United States 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 St. Lucia. The Government of St. Lucia will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside St. Lucia, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of St. Lucia will accord the Peace Corps Representative and his United States staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Lucia for their own use as is accorded personnel of comparable rank or grade of the Consulate General of the United States. The Government of St. Lucia will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into St. Lucia for their own use as is accorded Volunteers hereunder.

5. The Government of St. Lucia will exempt from investment and deposit requirements and currency controls all funds introduced into St. Lucia for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of St. Lucia at the highest rate which is not unlawful in St. Lucia.

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 St. Lucia as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each Government herein are subject to the availability of funds and to the applicable laws of that Government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after

the date of the written notification from either Government to the other of intention to terminate it.

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

FRANK J WALTERS
American Consul

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA,
Bridgetown, Barbados, W.I.

His Honor

Mr. G. J. BRYAN,
Administrator of St. Lucia,
Government House,
Castries, St. Lucia.

The Administrator of St. Lucia to the American Consul

GOVERNMENT HOUSE,
ST. LUCIA,
WEST INDIES.

M.P. No. E.H. & S.A. 124/61 (II)

10TH NOVEMBER, 1965.

Mr. FRANK J. WALTERS
American Consul
Consulate General of the United States of America,
Bridgetown,
Barbados.

SIR,

I have the honour to acknowledge receipt of your formal note dated October 19th, 1965 setting out the proposed understandings between your Government and the Government of St. Lucia 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 the Government of St. Lucia would live and work for periods of time in St. Lucia.

2. These understandings are acceptable to the Government of St. Lucia and it is agreed that this note and your formal note referred to above will be regarded as constituting an agreement between the Government of the United States of America and the Government of St. Lucia, acting with the authority and consent of Her Majesty's Government in the United Kingdom, such agreement to enter into force on the date of this note and to remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

3. Accept, Sir, the renewed assurance of my highest consideration.

I have the honour to be, Sir,

Your obedient servant,

G. J. BRYAN.
Administrator.

YUGOSLAVIA Agricultural Commodities

Agreement amending the agreement of November 28, 1962, as amended.

Effectuated by exchange of notes

Signed at Belgrade August 19 and November 3, 1965;

Entered into force November 3, 1965.

The American Ambassador to the Yugoslav State Secretary for Foreign Affairs

BELGRADE, August 19, 1965.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 28, 1962, as Amended,[¹] and to propose:

That this Agreement be further amended by substituting the following for Article II,A:

“A. For United States expenditures under subsections (A), (B), (F) and (H) through (R) of Section 104 of the Act or under any of such subsections, the dinars accrued and remaining available pursuant to this Agreement after the requirements of Article II,B and Article II,C have been satisfied.”

And adding the following as Article II,C:

“C. For grants to the Government of the Socialist Federal Republic of Yugoslavia under Section 104(E) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, the equivalent of \$1.2 million of the Yugoslav dinars accrued pursuant to this Agreement.”

It is proposed that this note, and your reply concurring therein, shall constitute an agreement between our 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.

C. BURKE ELBRICK

His Excellency

MARKO NIKEZIC,

*State Secretary for Foreign Affairs,
Belgrade.*

¹ TIAS 5224, 5376; 13 UST 2578; 14 UST 905.

The Yugoslav State Secretary for Foreign Affairs to the American Ambassador

EXCELLENCY,

I have the honor to acknowledge the receipt of your Note dated August 19, 1965, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of November 28, 1962, as Amended, and to propose:

"That this Agreement be further amended by substituting the following for Article II,A:

"A. For United States expenditures under subsections (A), (B), (F) and (H) through (R) of Section 104 of the Act or under any of such subsections, the dinars accrued and remaining available pursuant to this Agreement after the requirements of Article II,B and Article II,C have been satisfied."

"And adding the following as Article II,C:

"C. For grants to the Government of the Socialist Federal Republic of Yugoslavia under Section 104 (E) of the Act, for financing such projects to promote balanced economic development of Yugoslavia as may be mutually agreed, the equivalent of \$1.2 million of the Yugoslav dinars accrued pursuant to this Agreement.

"It is proposed that this note, and your reply concurring therein, shall constitute an agreement between our 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 of the concurrence of my Government in the foregoing.

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

BEograd, November 3, 1965

MARKO NIKEZIĆ

His Excellency

C. BURKE ELBRICK

*The Ambassador of the United
States of America
Beograd*

CANADA

Defense: Winter Maintenance of Haines Road

Agreement effected by exchange of notes

Signed at Ottawa November 17, 1965;

Entered into force November 17, 1965.

*The Canadian Secretary of State for External Affairs to the American
Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 210

OTTAWA, November 17, 1965

EXCELLENCY,

I have the honour to refer to the Exchange of Notes of November 27, 1964,[¹] which constituted an agreement between our two Governments in respect of arrangements for the winter maintenance of the northern and southern portions of the Haines Road for the 1964-65 winter season. These arrangements were complementary to the other undertakings of the Government of Canada, as set forth in the Department's Note No. 154 of September 29, 1964,[²] regarding arrangements for the clearance of the central portion of the road, Mile 48 to Mile 94, on an experimental basis for one year.

As was stated in the Department's Note No. 142 of September 3, 1965,[²] the Government of Canada has now again given its agreement to snow clearance of the central portion of the road, Mile 48 to Mile 94, during the forthcoming 1965-1966 winter season, on the same basis as last year. Agreement on renewal of arrangements for the remaining portions of the road for the forthcoming winter season is now required. I therefore have the honour to propose that our two Governments agree to the continuation, for the 1965-1966 winter season, of the agreement contained in the Exchange of Notes of November 27, 1964, namely:

- (a) The portion of the road between Haines Junction, Yukon Territory, and Mile 94 (Blanchard River Pumping Station) will be regularly cleared by an agency of the Canadian Government. All costs of this continuous winter maintenance will be reimbursed to the Canadian Government by the United States Army, Alaska;

¹ TIAS 5705; 15 UST 2200.

² Not printed.

- (b) The portion of the road between Mile 48 and the Alaska border (Mile 42) shall continue to be cleared by an agency of the United States Government or by the State of Alaska;
- (c) The appropriate agencies of the two Governments may make direct arrangements for the detailed implementation of the foregoing provisions.

If this proposal is acceptable to the United States Government, I have the honour to propose that this Note and your reply shall constitute an agreement on this subject, effective on the date of your reply and to continue in effect through the 1965–1966 winter snow-clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

PAUL MARTIN

His Excellency W. WALTON BUTTERWORTH,
*Ambassador of the United States
of America,
Ottawa, Ontario.*

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

No. 213

OTTAWA, November 17, 1965.

SIR:

I have the honor to acknowledge the receipt of your Note No. 210 of November 17, 1965, proposing certain conditions for an agreement between our two Governments for the winter maintenance of the Haines Road.

The conditions outlined in your Note No. 210 are acceptable to the Government of the United States and it is agreed that your Note and this reply shall constitute an agreement on this subject, effective on the date of this reply and to continue in effect through the 1965–66 winter snow clearance season, after which time the parties may decide to consider other arrangements for the winter maintenance of the Haines Road.

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

JOSEPH W. SCOTT
Charge d'Affaires ad interim

The Honorable
PAUL MARTIN,
*Secretary of State for External Affairs,
Ottawa.*

FEDERAL REPUBLIC OF GERMANY

Air Service: Lease of Equipment

*Agreement extending the agreement of August 2, 1955, as extended.
Effectuated by exchange of notes
Dated at Bonn/Bad Godesberg and Bonn July 30 and August 25,
1965;
Entered into force August 25, 1965;
Operative August 2, 1965.*

The American Embassy to the German Ministry of Foreign Affairs

No. 21

The Embassy of the United States of America has the honor to refer to the Agreement signed at Bonn on August 2, 1955 [¹] under which the United States leased certain air navigation equipment to the Federal Republic of Germany for a period of two years. By four exchanges of notes, dated at Bonn February 24 and May 24, 1958, November 3, 1959 and January 8, 1960, August 14 and September 11, 1961, [²] and July 1 and July 9, 1963, [³] the lease was extended for additional periods of two years each with respect to items of property listed in Annex A of those notes, and provision was made for the return of items of property listed in Annex B thereof. The Embassy is now in receipt of a letter on this subject from the Federal Ministry of Transport dated July 20, 1965.

The United States Government is prepared to extend the terms of the above lease agreement for an additional period of two years from August 2, 1965 with respect to the items of property listed in Schedule H, which forms Annex A of this note. This listing is identical with that shown as Schedule G, annexed to the note of July 1, 1963, except for the location of items 5, 6, and 15. A change from the former Schedule G in this respect was effected and has now been reported by the Federal Ministry of Transport to the competent United States authorities.

If the Government of the Federal Republic of Germany is agreeable to the foregoing proposal, this note and the reply of the Federal Republic concurring therein will be considered by the United States as constituting an agreement providing for further extension of the terms of the Agreement of August 2, 1955 for an additional period of two years from August 2, 1965 with regard to the items of equipment listed in Annex A.

Enclosure:

Annex A

EMBASSY OF THE UNITED STATES OF AMERICA,
Bonn/Bad Godesberg, July 30, 1965.

¹ TIAS 3464; 6 UST 6111.

² TIAS 4062, 4490, 4854; 9 UST 958; 11 UST 1476; 12 UST 1350.

³ Should read "July 1 and July 24, 1963"; TIAS 5406; 14 UST 1069.

FRANKFURT/MAIN, July 15, 1965

Schedule H

Covering U.S.-Owned Air Navigation Equipment Required for an Additional Lease
 Period (August 1, 1965-July 31, 1967) by the Federal Air Traffic
 Control Center

Bundesanstalt für Flugsicherung
 – Zentralstelle –

III 4 c Az.5:044:1

FRANKFURT/MAIN, den 15. Juli 1965
 Kn/Fr.

A u f s t e l l u n g H

über die von der Bundesanstalt für Flugsicherung
 – Zentralstelle für eine weitere Leihperiode

(1. 8. 1965 – 31. 7. 1967)

benötigten US-Fernmeldegeräte

Lfd. Nr.	CAD Nr.	Item Gegenstand	Serial-Nr. Fabrik-Nr.	German Nomen- clature	Present Location jetziger Standort	Competent Customs Authori- zuständiges Zollamt
1	111 001	Transmitter BC 446	300	Sender	FS Leitstelle Ffm. Außenstelle Salzburg desgl. desgl.	Frankfurt/M
2	111 002	Transmitter BC 446	307	Sender	Außenstelle Salzburg desgl.	Frankfurt/M
3	111 003	Transmitter BC 400	289	Sender	desgl.	Frankfurt/M

¹ The English language translations of the German headings, *infra*, were added by the Department of State.

4	111	004	Transmitter BC 400		264	Sender	Außeneinrichtung Idstein	Frankfurt/M.
5	111	351	Loop Antenna Assembly f. Range			Schleifenantenne	Außeneinrichtung Salmünster	Frankfurt/M.
6	111	352	Z-Marker Antenna 75 MHz			Z-Marker Antenne	desgl.	Frankfurt/M.
7	111	400	Switch Box f. BC 400			Schaltkasten	desgl.	Frankfurt/M.
8	111	403	Transformer, Gen. Electric 7,5 KVA, 220/110 V		733	Transformator	desgl.	Frankfurt/M.
9	411	006	Transmitter BC 400		117	Sender	Außeneinrichtung Idstein	Frankfurt/M.
10	411	007	Transmitter BC 446		230	Sender	desgl.	Frankfurt/M.
11	411	008	Transmitter BC 446		280	Sender	desgl.	Frankfurt/M.
12	411	217	Antenna Switch for Range			Antennenschalter f. Entfernungsein- stellung	desgl.	Frankfurt/M.
13	411	416	Transformer TF A		733	Transformator	desgl.	Frankfurt/M.
14	411	440	Antenna Assembly f. Range			Antenne f. Range	desgl.	Frankfurt/M.
15	511	002	Transmitter BC 446		185	Sender	FS-Stelle Stuttgart Außenstelle Tango	Frankfurt/M.
16	511	003	Transmitter BC 446		241	Sender	desgl.	Frankfurt/M.
17	511	360	Antenna Assy für BC-446			Antenne	desgl.	Frankfurt/M.
18	511	371	Antenna Tower, Steel, 90 ft.			Antennenturm	FS-Leitstelle München Funk- feuer Poing	Frankfurt/M.

The German Ministry of Foreign Affairs to the American Embassy

AUSWÄRTIGES AMT

III A 4-83.78

Verbal note

Das Auswärtige Amt beeindruckt sich, der Botschaft der Vereinigten Staaten von Amerika auf die Verbalnote Nr. 21 vom 30. Juli 1965 mitzuteilen, daß das Bundesministerium für Verkehr mit der von der Regierung der Vereinigten Staaten von Amerika vorgeschlagenen Regelung, die Frist des Leihabkommens vom 2. August 1955 für die in der Anlage A zur vorerwähnten Note aufgeführten Gegenstände vom 2. August 1965 an um weitere zwei Jahre zu verlängern, einverstanden ist.

Das Auswärtige Amt benutzt diesen Anlaß, die Botschaft der Vereinigten Staaten von Amerika erneut seiner ausgezeichneten Hochachtung zu versichern.

BONN, den 25. August 1965

[SEAL]

An die

BOTSCHAFT DER VEREINIGTEN STAATEN
VON AMERIKA*Translation*

MINISTRY OF FOREIGN AFFAIRS

III A 4-83.78

Note Verbale

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America in response to Note Verbale No. 21 of July 30, 1965 that the Federal Ministry of Transport agrees to the arrangement proposed by the Government of the United States of America for extending the duration of the Lease Agreement of August 2, 1955, for the items specified in Annex A to the aforementioned Note, for an additional period of two years beginning August 2, 1965.

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

BONN. August 25, 1965

[SEAL]

To the

EMBASSY OF THE UNITED STATES
OF AMERICA.

MALI

Agricultural Commodities

Agreement amending the agreement of July 14, 1965.

Effectuated by exchange of notes

Signed at Bamako December 8 and 15, 1965;

Entered into force December 15, 1965.

The American Ambassador to the Malian Minister of Economic Cooperation and Technical Assistance

EMBASSY OF THE
UNITED STATES OF AMERICA
Bamako, December 8, 1965.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two countries of July 14, 1965, [!] and propose that it be amended as follows:

1. Delete paragraph B of Article II. In paragraph C of Article II delete "50%" and insert "65%".

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.

C. ROBERT MOORE

His Excellency

HAMACIRE N'DOURE,
*Minister of Economic Cooperation and
Technical Assistance,
Republic of Mali.*

¹ TIAS 5852; *ante*, p. 1099.

*The Malian Minister of Economic Cooperation and Technical Assistance
to the American Ambassador*

PRÉSIDENCE DU GOUVERNEMENT
—
MINISTÈRE DÉLÉGUÉ A LA PRÉSIDENCE
CHARGÉ DE LA COOPÉRATION ÉCONOMIQUE
ET DE L'ASSISTANCE TECHNIQUE

RÉPUBLIQUE DU MALI
UN PEUPLE - UN BUT - UNE FOI

N° 01162/CAB/MCEAT

15 DEC. 1965

Le Ministre délégué à la Présidence,
Chargé de la Coopération Economique et
de l'Assistance Technique à Koulouba
à S. E. L'AMBASSADEUR DES ETATS UNIS
d'AMÉRIQUE
— Bamako —

EXCELLENCE,

J'ai l'honneur d'accuser réception de votre lettre du 8 Décembre 1965 ainsi libellée:

"J'ai l'honneur de me référer à l'Accord sur les Produits Agricoles conclu entre nos deux Gouvernements le 14 Juillet 1965 et de proposer qu'il soit modifié comme suit:

"1. Veuillez supprimer le paragraphe B de l'Article II. Dans le paragraphe C de l'Article II, veuillez supprimer "50%" et le remplacer par "65%".

"J'ai l'honneur de proposer que la présente note ainsi que votre réponse donnant votre accord constituent un accord entre nos deux Gouvernements à ce sujet et que cet accord entre en vigueur à la date de votre réponse.

"Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération."

Par la présente, j'ai l'honneur de vous faire connaître que le Gouvernement du Mali donne son accord aux dispositions de cette lettre.

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

LE MINISTRE
République du Mali
MINISTÈRE DÉLÉGUÉ
Chargé de la Coopération
Économique et de l'Assistance
Technique
PRÉSIDENCE DU GOUVERNEMENT
H.N. DOURE

Translation

OFFICE OF THE PRESIDENT
MINISTRY DELEGATED TO THE
OFFICE OF THE PRESIDENT
IN CHARGE OF ECONOMIC COOPERATION
AND TECHNICAL ASSISTANCE

REPUBLIC OF MALI
ONE PEOPLE - ONE PURPOSE - ONE FAITH

No. 01162/CAB/MCEAT

15 DEC. 1965

The Minister Delegate to the Office
of the President

In charge of Economic Cooperation and
Technical Assistance at Koulouba

His Excellency the AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Bamako.

EXCELLENCY:

I have the honor to acknowledge receipt of your note of December 8, 1965 worded as follows:

[For the English language text see *ante*, p. 1765.]

I have the honor to inform you hereby that the Government of Mali agrees to the provisions of that note.

Accept, Excellency, the assurances of my distinguished consideration.

[SEAL]

H. N'DOURÉ
Minister

CANADA

Defense:

Continental Air Defense

**Establishment of Back-Up Interceptor Control
System (BUIC)**

Agreement supplementing and amending the agreement of September 27, 1961, as amended.

Effectuated by exchange of notes

Signed at Ottawa November 24, 1965;

Entered into force November 24, 1965.

*The American Ambassador to the Canadian Secretary of State for
External Affairs*

No. 220

OTTAWA, November 24, 1965.

SIR:

I have the honor to refer to the agreement between the United States of America and Canada regarding improvements in the continental air defense system contained in the exchange of notes signed at Ottawa on September 27, 1961, as amended by the exchange of notes signed at Ottawa on May 6, 1964, [¹] and to recent discussions between representatives of our two Governments concerning the establishment of a Back-Up Interceptor Control System in the United States and Canada to strengthen further the continental air defense system.

I propose that the establishment, operation, and maintenance of the Back-Up Interceptor Control facilities in Canada be governed by the aforementioned Agreement of September 27, 1961, as amended, including the cost-sharing arrangements set forth in paragraph 6 of the Annex, and in the related agreement of September 27, 1961, between the Royal Canadian Air Force and the United States Air Force. [²] I therefore also propose that numbered paragraph 1 of the Annex to the aforementioned Agreement of September 27, 1961 be further amended by the addition of a new subparagraph, lettered (f) and worded as follows:

“(f) Back-Up Interceptor Control (BUIC) facilities located at certain existing radar sites in Canada and related subsidiary facilities, including on-base communications plants.”

¹ TIAS 4859, 5574; 12 UST 1375; 15 UST 427.

² Not printed.

If this proposal is acceptable to your Government, I have the further honor to propose that this note and your reply shall constitute an agreement between our two Governments on this subject which shall enter into force on the date of your reply and shall remain in effect for the same period of time as the aforementioned Agreement of September 27, 1961.

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

W. WALTON BUTTERWORTH

The Honourable

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. 211

OTTAWA, November 24, 1965

EXCELLENCY:

I have the honour to acknowledge receipt of your Note No. 220 of November 24, 1965, proposing a further amendment to the Agreement between our two Governments of September 27, 1961, concerning cost sharing and related arrangements with respect to improvements in the Continental Air Defence System, this further amendment being designed to provide for the establishment, operation and maintenance of Back-up Interceptor Control facilities at certain existing radar sites in Canada.

This proposal is acceptable to the Government of Canada. I therefore agree to your further proposal that your Note No. 220 of November 24, 1965, and this reply shall constitute an Agreement between our two Governments, effective this date, to amend the Agreement of September 27, 1961.

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.

TUNISIA

Agricultural Commodities

Agreement amending the agreement of February 17, 1965.

Effectuated by exchange of notes

Signed at Tunis November 29, 1965;

Entered into force November 29, 1965.

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

No. 931

TUNIS, November 29, 1965

EXCELLENCY:

I have the honor to refer to United States note Number 1361 of February 17, 1965, accompanying the Agricultural Commodities Agreement between our two governments of the same date [¹] and propose that:

1. Numbered paragraph 1 (a) (3) be amended by deleting "2,500" and inserting "3,750" and deleting "calendar year 1965" and inserting "the period January 1, 1965 through June 30, 1966."
2. Numbered paragraph 1 (b) (3) be amended by deleting "October 31, 1965" and inserting "June 30, 1965" and deleting "during calendar year 1965" and inserting "prior to March 31, 1966 with final delivery by June 30, 1966."
3. Numbered paragraph 1 (b) (4) be renumbered 1 (b) (5) and the following inserted as paragraph 1 (b) (4):

"Tunisia will further limit, except as noted hereafter, exports of olive oil during the period July 1, 1965 to June 30, 1966 to 40,000 metric tons, of which not more than 4,000 metric tons would be to countries unfriendly to the United States. Tunisia may export olive oil in excess of 40,000 metric tons during United States fiscal year 1966, provided such exports are to friendly countries and are offset by commercial purchases from Free World sources on a ton-for-ton basis and provided that half such offset purchases come from the United States of America. Tunisia will purchase and arrange for completion of delivery of any offset requirement within 90 days after June 30, 1966."

^¹ TIAS 5767; *ante*, p. 97.

I have the honor to propose that this note and your reply concurring therein shall constitute agreement of our two governments on this subject to enter into force on the date of your note in reply.

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

FRANCIS H. RUSSELL

His Excellency

HARIB BOURGUIBA, Jr.,

*Secretary of State for Foreign Affairs,
Tunis*

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

REPUBLIQUE TUNISIENNE

Secrétariat d'Etat aux Affaires Etrangères

TUNIS le, November 29th, 1965

EXCELLENCY:

I have the honor to acknowledge receipt of your following note:

"I have the honor to refer to United States note Number 1361 of February 17, 1965, accompanying the Agricultural Commodities Agreement between our two governments of the same date and propose that:

1. Numbered paragraph 1 (a) (3) be amended by deleting "2,500" and inserting "3,750" and deleting "calendar year 1965" and inserting "the period January 1, 1965 through June 30, 1966".
2. Numbered paragraph 1 (b) (3) be amended by deleting "October 31, 1965" and inserting "June 30, 1965" and deleting "during calendar year 1965" and inserting "prior to March 31, 1966 with final delivery by June 30, 1966".
3. Numbered paragraph 1 (b) (4) be renumbered 1 (b) (5) and the following inserted as paragraph 1 (b) (4):

"Tunisia will further limit, except as noted hereafter, exports of olive oil during the period July 1, 1965 to June 30, 1966 to 40,000 metric tons, of which not more than 4,000 metric tons would be to countries unfriendly to the United States. Tunisia may export olive oil in excess of 40,000 metric tons during United States fiscal year 1966, provided such exports are to friendly countries and are offset by commercial purchases from Free World sources on a ton-for-ton basis and provided that half such offset purchases come from the United States of America. Tunisia will purchase and arrange for completion

of delivery of any offset requirement within 90 days after June 30, 1966".

I have the honor to confirm the agreement of the Government of Tunisia to the above understanding.

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

HABIB BOURGUIBA Jr.

Habib Bourguiba Jr.

His Excellency

THE AMBASSADOR OF

THE UNITED STATES OF AMERICA

Tunis

ISRAEL

Atomic Energy: Cooperation for Civil Uses

*Agreement amending the agreement of July 12, 1955, as amended.
Signed at Washington April 2, 1965;
Entered into force May 13, 1965.*

AMENDMENT TO AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL CONCERNING CIVIL USES OF ATOMIC ENERGY

The Government of the United States of America and the Government of Israel,

Desiring to amend the Agreement for Cooperation between the Government of the United States of America and the Government of Israel Concerning Civil Uses of Atomic Energy, signed at Washington on July 12, 1955 [¹] (hereinafter referred to as the "Agreement for Cooperation"), as amended by the Agreements signed at Washington on August 20, 1959, June 11, 1960, June 22, 1962, and August 19, 1964; [²]

Agree as follows:

ARTICLE I

Article VI bis of the Agreement for Cooperation, as amended, is further amended to read as follows:

"A. The Government of the United States of America and the Government of Israel, recognizing the desirability of making use of the facilities and services of the International Atomic Energy Agency, agree that the Agency will be promptly requested to assume responsibility for applying safeguards to materials and facilities subject to safeguards under this Agreement for Cooperation. It is contemplated that the necessary arrangements will be effected without modification of this Agreement, through an agreement to be negotiated between the Parties and the Agency which may include provisions for suspension of the safeguard rights

¹ TIAS 3311; 6 UST 2641.

² TIAS 4407, 4507, 5079, 5723; 11 UST 46, 1626; 13 UST 1289; 15 UST 2337.

accorded the Commission by Article VI of this Agreement during the time and to the extent that the Agency's safeguards apply to such materials and facilities.

"B. In the event the Parties do not reach a mutually satisfactory agreement on the terms of the trilateral arrangement envisaged in paragraph A of this Article, either Party may by notification terminate this Agreement. In the event of termination by either Party, the Government of Israel shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement and 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 Israel for such returned material at the current United States Commission's schedule of prices then in effect domestically."

ARTICLE II

Article VIII of the Agreement for Cooperation, as amended, is further amended by deleting the date "April 11, 1965" and substituting in lieu thereof the date "April 11, 1975".

ARTICLE III

This Amendment shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of such Amendment and shall remain in force for the period of the Agreement for Cooperation, as hereby amended.

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

DONE at Washington, in duplicate, this second day of April 1965.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN D. JERNEGAN

JOHN G. PALFREY

FOR THE GOVERNMENT OF ISRAEL:

AVRAHAM HARMAN

YUGOSLAVIA

Agricultural Commodities: Sales Under Title IV

*Agreement signed at Belgrade November 22, 1965;
Entered into force November 22, 1965.
With exchange of notes.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA 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 the Socialist Federal Republic of Yugoslavia;

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Yugoslavia;

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;

Recognizing further that by providing such commodities to Yugoslavia under long-term supply and credit arrangements, the resources and manpower of Yugoslavia 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 Yugoslavia 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 I

COMMODITY SALES PROVISIONS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Socialist Federal Republic of Yugoslavia 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 periods specified in the following table 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 the Socialist Federal Republic of Yugoslavia, of the following commodities:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (Metric tons)</u>	<u>Maximum Export Market Value to be Financed (1,000)</u>
Wheat	United States Fiscal Year 1966	700,000	\$40,446
Ocean Transportation (estimated)			\$5,443
Total			\$45,889

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 the Socialist Federal Republic of Yugoslavia 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 commodities delivered in each calendar year under this agreement, including the applicable ocean transportation costs related to such deliveries, shall be paid in 12 annual payments. The first annual payment for commodities delivered in any calendar year shall become due two years after the date of last delivery of commodities in such calendar year. Subsequent annual payments shall become due at intervals of one year thereafter. The first and second annual payments for commodities delivered in each calendar year under this agreement, including the applicable ocean transportation costs related to such deliveries shall each be \$1,000,000 or one-twelfth ($\frac{1}{12}$) of the principal amount due, whichever is less. The balance shall be paid in 10 approximately equal annual payments. 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 3½ percent per annum and shall begin on the date of 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 Socialist Federal Republic of Yugoslavia shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation 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 III

GENERAL PROVISIONS

1. The Government of the Socialist Federal Republic of Yugoslavia will take all possible measures to prevent the resale of 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 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 other countries.

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. The Government of the Socialist Federal Republic of Yugoslavia agrees to furnish, upon request of the Government of the United States of America, information on the progress of the program, particularly with respect to arrivals and conditions of commodities, and information relating to exports of the same or like commodities.

ARTICLE IV

CONSULTATIONS

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 at Beograd in duplicate this 22nd day of November 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF
AMERICA:

C. BURKE ELBRICK

C. Burke Elbrick
*Ambassador of the
United States of America*

FOR THE GOVERNMENT OF THE
SOCIALIST FEDERAL REPUBLIC
OF YUGOSLAVIA:

SRDJÀ PRICA

Srdja Prica
*Ambassador in the Secretariat of
State for Foreign Affairs*

U.S. Note

BEOGRAD, November 22, 1965

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 Socialist Federal Republic of Yugoslavia signed today, and to inform you of my Government's understanding of the following:

In concurring that the delivery of agricultural commodities pursuant to the agreement should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities, the Government of the Socialist Federal Republic of Yugoslavia agrees that it will not permit the export, during United States Fiscal year 1966 or any subsequent period during which the commodities purchased under the agreement are being imported and utilized, any wheat and/or wheat flour of either indigenous or domestic origin.

With regard to paragraph 3, Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) assurances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

C. BURKE ELBRICK

C. Burke Elbrick

*Ambassador of the United
States of America*

His Excellency

SRDJAN PRICA

*Ambassador in the Secretariat
of State for Foreign Affairs
Beograd*

Yugoslav Note

BEOGRAD, November 22, 1965

EXCELLENCY:

I have the honor to acknowledge the receipt of your note dated November 22, 1965, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia signed today, and to inform you of my Government's understanding of the following:

"In concurring that the delivery of agricultural commodities pursuant to the agreement should not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities, the Government of the Socialist Federal Republic of Yugoslavia agrees that it will not permit the export, during United States Fiscal year 1966 or any subsequent period during which the commodities purchased under the agreement are being imported and utilized, any wheat and/or wheat flour of either indigenous or domestic origin.

"With regard to paragraph 3, Article III of the Agreement, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or if shipped, where shipped. In addition, the Government of the Socialist Federal Republic of Yugoslavia agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of commodities furnished, (b) as-

TIAS 5910

surances that the program will not result in increased availability of the same or like commodities to other nations, and (c) a statement by the Government of the Socialist Federal Republic of Yugoslavia, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the agreement.

"I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Socialist Federal Republic of Yugoslavia.

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

SRDJ A PRICA

Srdja Prica

*Ambassador in the Secretariat
of State for Foreign Affairs*

His Excellency

C. BURKE ELBRICK

Ambassador of the

United States of America

Beograd

[SEAL]

[SEAL]

CANADA

Defense: Ground-to-Air Communications Facilities in Northern Canada

*Agreement effected by exchange of notes
Signed at Ottawa December 1, 1965;
Entered into force December 1, 1965.*

*The American Ambassador to the Canadian Secretary of State for
External Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA
Ottawa, December 1, 1965.

No. 223

SIR:

I have the honor to refer to discussions in the Permanent Joint Board on Defense and between representatives of the United States Air Force and the Royal Canadian Air Force concerning the establishment, operation and maintenance of certain ground-to-air communications facilities in northern Canada, new facilities which would contribute substantially to communications reliability in the event of attack.

I understand that representatives of our two Governments have agreed that the proposed communications facilities would be established, operated and maintained on sites which were originally made available pursuant to: (1) the agreement concerning the Continental Radar Defense System signed at Washington on August 1, 1951; [¹] (2) the agreement concerning the establishment in Canada of a Warning and Control System Against Air Attack signed at Washington on May 5, 1955; [²] or (3) the agreement concerning Leased Bases in Newfoundland signed at Washington on February 13 and March 19, 1952.[³]

¹ TIAS 3049; 5 UST 1721.

² TIAS 3218; 6 UST 763.

³ TIAS 2572; 3 UST (pt. 3) 4271.

The proposed communications facilities would utilize existing communications circuits including cable, tropospheric scatter and radio relay types of ground communication.

I now have the honor to request that the Canadian Government approve the establishment, operation and maintenance of certain existing ground-to-air communications facilities and additionally proposed facilities in accordance with the conditions set forth in the Annex to this note. It is understood that, to the extent feasible but in no way derogating from the expressed conditions of this present agreement, the proposed facilities shall be operated as an integral part of the main activities of the respective sites on which they are or are to be located.

If the conditions set forth in the Annex and in this note are acceptable to your Government, I have the honor to propose that this note, the Annex thereto, and your note in reply to that effect shall constitute an agreement between our Governments which shall enter into force on the date of your reply for a period of ten years and shall continue in force thereafter until terminated either by mutual agreement or as hereinafter provided. Following the ten year period, if either Government concludes that the communications facilities, or any portion thereof, are no longer required, and the other Government does not agree, the question of continuing need shall be referred to the Permanent Joint Board on Defense. In considering the question of need, the Permanent Joint Board on Defense shall take into account the relationship of the facilities to any other similar installations established in the mutual defense interest of the two countries. Following consideration by the Permanent Joint Board on Defense, either Government may decide either that any portion of the facilities should be closed or that this Agreement should be terminated; in which case, following twelve months' written notice of such decision being given to the other Government, those installations shall be closed or this Agreement shall be terminated, as the case may be; and the arrangements set forth in Paragraph 5 of the Annex regarding ownership and disposition of property shall apply.

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

W. W. BUTTERWORTH

Enclosure:

Annex.

The Honorable

PAUL MARTIN,

*Secretary of State for External Affairs,
Ottawa.*

A N N E XSTATEMENT OF CONDITIONS TO GOVERN THE ESTABLISHMENT,
OPERATION AND MAINTENANCE OF GROUND-TO-AIR COMMUNICA-
TIONS FACILITIES IN NORTHERN CANADA

1. All costs of the establishment, operation and maintenance of the ground-to-air communications facilities shall be the responsibility of the United States.

2. The United States Air Force may operate the facilities with contractor personnel.

3. Procedures for awarding contracts for establishment of the facilities, for the procurement and installation of equipment, and for the operation and maintenance of the facilities shall be determined by agreement between the appropriate agencies of the two Governments.

4. With regard to the establishment, construction, operation and maintenance of the facilities, rates of pay and working conditions for Canadian labor will be set after consultation with the Canadian Department of Labour in accordance with the Canadian Fair Wages and Hours of Labour Act.

5. Ownership and right of disposal of removable property brought into Canada or purchased in Canada and placed on the sites for the facilities, including readily demountable structures, shall remain in the United States. The United States shall have the unrestricted right of removing or disposing of all such property at any time, provided that removal or disposal shall not be delayed beyond a reasonable time after the date on which the operation of the facility has been discontinued. The disposal of United States excess property in Canada shall be carried out in accordance with the provisions of the exchange of notes of August 28 and September 1, 1961,[¹] concerning the disposal of excess property.

6. The United States military authorities shall obtain, through the Royal Canadian Air Force, the approval of the Canadian Department of Transport for the establishment of radio stations associated with this project and shall establish and operate stations so approved in accordance with the terms of the license issued by the Department of Transport.

7. Except as otherwise agreed, the direct entry of United States personnel from outside Canada shall be in accordance with Canadian customs and immigration procedures which shall be administered by local Canadian officials designated by Canada. Canada shall take

¹ TIAS 4841; 12 UST 1228.

the necessary steps to facilitate the admission into the territory of Canada of such United States citizens as may be employed on the facilities, it being understood that the United States shall bear the cost of repatriating any such persons if the contractors fail to do so.

8. Canada shall grant remission of customs duties and Federal sales and excise taxes on goods imported, and of Federal sales and excise taxes on goods purchased in Canada which are or are to become the property of the United States and are to be used in the establishment, maintenance or operation of the additional proposed facilities. Canada shall also grant refunds by way of drawback of the customs duty paid on goods imported by Canadian manufacturers and used in the manufacture or production of goods purchased by or on behalf of the United States and to become the property of the United States in connection with the establishment, maintenance or operation of the facilities.

9. Nothing in this Agreement shall derogate from the application of Canadian law in Canada, provided that, if in unusual circumstances its application may lead to unreasonable delay or difficulty in construction or operation, the United States authorities concerned may request the assistance of Canadian authorities in seeking appropriate alleviation; and, in order to facilitate the rapid and efficient construction or operation of the proposed facilities, the Canadian authorities will give sympathetic consideration to any such request submitted by the United States Government authorities. Particular attention is directed to the ordinances of the Northwest Territories and Yukon Territory, including those related to the following:

- (a) No game or wildlife shall be taken or molested in the Northwest Territories. Licenses to hunt in Yukon Territory may be purchased from representatives of the Yukon Territorial Government.
 - (b) No objects of archaeological interest or historic significance in the Northwest Territories or Yukon Territory will be disturbed or removed therefrom without first obtaining the approval of the Canadian Department of Northern Affairs and National Resources.
10. (a) Any matters affecting the Eskimos, including the possibility of their employment in any area and the terms and arrangements for their employment, if approved, will be subject to the concurrence of the Department of Northern Affairs and National Resources.
- (b) Supervisory personnel at each installation shall be responsible for ensuring that relationships between employees and the

Eskimo population shall at all times be conducted in accordance with advice given by the Department of Northern Affairs and National Resources, or by the Royal Canadian Mounted Police acting on their behalf.

(c) There shall be no local disposal in the north of supplies or materials of any kind except with the concurrence of the Department of Northern Affairs and National Resources, or of the Royal Canadian Mounted Police acting on their behalf.

(d) Local disposal of waste shall be carried out in a manner acceptable to the Department of Northern Affairs and National Resources, or to the Royal Canadian Mounted Police acting on their behalf.

(e) In the event that any facilities have to encroach upon or disturb past or present Eskimo settlements, burial places, hunting grounds, etc., the United States shall be responsible for the removal of the settlement, burial ground, etc., to a location acceptable to the Department of Northern Affairs and National Resources.

11. The appropriate authorities of the two Governments may enter into direct arrangements to carry out the terms of this agreement. The obligations of the United States Government under this Agreement are understood to be subject to the availability of funds.

12. The Agreement between the parties of the North Atlantic Treaty regarding the Status of their Forces signed in London on June 19, 1951,^[1] shall apply.

^[1] TIAS 2846; 4 UST 1792.

The Canadian Secretary of State for External Affairs to the American Ambassador

DEPARTMENT OF EXTERNAL AFFAIRS
CANADA

No. 214

OTTAWA, December 1, 1965

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 223 of December 1, 1965, together with the Annex attached thereto, proposing an agreement between the Government of Canada and the Government of the United States to provide for the establishment, operation and maintenance of certain ground-to-air communications facilities in northern Canada, new facilities which would contribute substantially to communications reliability in the event of attack.

I have the honour to inform Your Excellency that the proposals contained in your Note and the conditions set forth in the Annex thereto are acceptable to the Canadian Government and, further, to confirm that your Note, the annex thereto, and this reply shall constitute an Agreement between our two Governments on this matter, effective 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,
Embassy of the United States of America,
Ottawa.

CANADA

**Trade: Renegotiation of Schedule XX (United States)
to the General Agreement on Tariffs and Trade**

*Interim agreement signed at Washington December 17, 1965;
Entered into force December 17, 1965.*

**INTERIM AGREEMENT BETWEEN THE UNITED STATES
AND CANADA RELATING TO THE RENEGOTIATION OF
SCHEDULE XX (UNITED STATES) TO THE GENERAL
AGREEMENT ON TARIFFS AND TRADE**

The United States of America and Canada,

Having completed negotiations under Article XXVIII [¹] of the General Agreement on Tariffs and Trade [²] (hereinafter referred to as "the General Agreement") looking toward the establishment of a consolidated Schedule XX (United States) in terms of the revised Tariff Schedules of the United States, and

Desiring to give effect promptly to the results of such negotiations pending the formal effectiveness of such consolidated Schedule XX,

Agree as follows:

ARTICLE I

The general level of concessions in Schedule XX initially negotiated by the United States with Canada [³] will be maintained by the inclusion in consolidated Schedule XX of (a) concessions on products identified in the list in Annex I to this interim agreement at the rates therein specified, which products are therein identified in terms of the Tariff Schedules of the United States, as amended by legislation enacted prior to the date of this agreement, and (b) the concessions provided for in the schedules in Annex II.

ARTICLE II

The provisions of the schedule in Annex II shall be applied by the United States, as if they were included in a Schedule XX to the General Agreement, on and after a date to be specified in a proclamation by the President of the United States, [⁴] which date shall be no later than January 1, 1966.

ARTICLE III

This agreement shall terminate at such time as consolidated Schedule XX to the General Agreement embodying the concessions described in Article I hereof shall have become formally effective.

¹ TIAS 3930; 8 UST 1790.

² TIAS 1700; 61 Stat. (pts. 5 and 6).

³ TIAS 1700; 61 Stat. (pt. 5) A1157.

⁴ Effective January 1, 1966. See Proclamation 3694 of Dec. 27, 1965; 30 Fed. Reg. 17147.

ACCORD INTERIMAIRE ENTRE LES ETATS-UNIS ET LE CANADA RELATIF A LA RENEGOCIATION DE LA LISTE XX (ETATS-UNIS) A L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les Etats-Unis d'Amérique et le Canada,

Ayant mené à terme leurs négociations relevant de l'article XXVIII de l'Accord général sur les tarifs douaniers et le commerce (appelé ci-après "l'Accord général") en vue de l'établissement d'une Liste XX (Etats-Unis) consolidée conforme aux listes tarifaires revisées des Etats-Unis, et

Désirant donner suite sans délai aux résultats de ces négociations en attendant l'entrée en vigueur officielle de la dite Liste XX consolidée,

Sont convenus de ce qui suit:

ARTICLE PREMIER

Le niveau général des concessions, dans la Liste XX négociée à l'origine par les Etats-Unis avec le Canada, sera maintenu par l'inclusion dans la Liste XX consolidée: *a)* de concessions sur les produits énumérés dans la liste de l'Annexe I du présent Accord intérimaire, suivant les taux qui y sont indiqués, lesquels produits sont énumérés dans cette liste conformément aux listes tarifaires des Etats-Unis, modifiées par des lois en vigueur antérieurement à la date du présent Accord, et *b)* des concessions prévues par les listes de l'Annexe II.

ARTICLE II

Les Etats-Unis appliqueront les dispositions de la liste de l'Annexe II, comme si elles faisaient partie d'une Liste XX de l'Accord général, à compter d'une date que fixera une proclamation du Président des Etats-Unis, laquelle date ne sera pas postérieure au 1^{er} janvier 1966.

ARTICLE III

Le présent Accord prendra fin lorsque la Liste XX consolidée de l'Accord général incorporant les concessions dont il s'agit à l'Article premier ci-dessus sera entrée en vigueur officiellement.

Done in duplicate at Washington this 17th day of December 1965, in the English and French languages, both texts being equally authentic.

FAIT en double exemplaire à Washington le 17 décembre 1965, en langues anglaise et française, les deux textes faisant également foi.

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMERIQUE:

BERNARD NORWOOD

FOR CANADA:
POUR LE CANADA:
C. S. A. RITCHIE

ANNEX I

GENERAL AGREEMENT ON TARIFFS AND TRADE**Article XXVIII Renegotiation of Schedule XX****UNITED STATES CONCESSIONS TO CANADA**

Concessions on the items listed herein are given in substitution for concessions in the existing Schedule XX. The product description of each of the concessions shall be that of the same numbered item in the Tariff Schedules of the United States, as amended and modified on the date of signature of this agreement, or the indicated statistical subdivisions of such numbered items in the Tariff Schedules of the United States Annotated (1965), TC Publication 163, [1] dated October 22, 1965 subject to the General, Schedule, Part, and Subpart Headnotes and the provisions of the Appendix of the Tariff Schedules, and to all collateral provisions of the customs laws of the United States. For the purposes of this note, no item in the Tariff Schedules of the United States providing for a duty modification proclaimed under the Automotive Products Trade Act of 1965 [2] shall be considered as affecting the scope of any other item in such Schedules listed in this Annex.

A copy of the pertinent Tariff Schedules of the United States Annotated (1965) is deposited with the Executive Secretary of the GATT and is delivered to the Government of Canada with this agreement.

Part I Concessions at TSUS Column I Rates

<u>TSUS Item</u>	<u>Rate of Duty</u>
ex 100.01	
30	
40	
50	Free
60	
70	
100.07	2¢ each
100.09	2¢ per lb.
100.15	Free
100.40	1.5¢ per lb.
100.43	2.5¢ per lb.
100.50	1.5¢ per lb.
100.53	1.5¢ per lb.
100.55	2.5¢ per lb.
100.60	15% ad val.

¹ Published by the United States Tariff Commission.

² P.L. 89-283, Oct. 21, 1965; 79 Stat. 1016.

<i>TSUS Item</i>	<i>Rate of Duty</i>
100.63	7.5% ad val.
100.70	Free
100.73	\$5.50 per head
100.75	6.75% ad val.
100.81	75¢ per head
100.85	1¢ per lb.
100.95	7.5% ad val.
105.10	3¢ per lb.
105.20	8.5¢ per lb.
105.50	5¢ per lb.
105.55	12.5% ad val.
106.40	1.25¢ per lb.
106.70	3¢ per lb.
106.75	10% ad val.
106.80	1¢ per lb.
106.85	5% ad val.
107.25	10% ad val.
107.30	2¢ per lb.
107.55	3¢ per lb.
107.60	10% ad val.
107.70	3¢ per lb.
107.75	10% ad val.
ex 110.10	
05}	Free
55}	
110.15	0.5¢ per lb.
110.20	0.5¢ per lb.
110.25	0.5¢ per lb.
110.28	0.75¢ per lb.
110.30	1¢ per lb.
110.40	1¢ per lb.
110.45	12.5% ad val.
110.47	1¢ per lb.
110.50	1.875¢ per lb.
110.55	2.5¢ per lb.
110.60	1.5¢ per lb.
111.22	0.2¢ per lb.
111.28	0.75¢ per lb.
111.48	8.5% ad val.
111.52	0.5¢ per lb.
111.64	0.5¢ per lb.
111.68	1¢ per lb.
111.80	0.9¢ per lb.
111.88	10% ad val.
112.03	1¢ per lb.
112.12	1¢ per lb.
112.18	15% ad val.
112.24	1¢ per lb.
113.11	12.5% ad val.
113.15	1¢ per lb.
113.40	4¢ per lb.

<i>TSUS Item</i>	<i>Rate of Duty</i>
113.56	1¢ per lb.
113.58	1¢ per lb.
113.60	12.5% ad val.
114.01	7.5% ad val.
114.10	Free
114.15	15% ad val.
114.25	15% ad val.
114.30	Free
ex 114.40	
40	Free
ex 114.45	
05	
15	
20	
30	Free
35	
40	
114.50	17.5% ad val.
115.00	1.5¢ per gal.
115.05	1.5¢ per gal.
115.10	2¢ per gal.
115.15	6.5¢ per gal.
115.20	15¢ per gal.
115.25	56.6¢ per gal.
115.45	1.5¢ per gal.
117.15	15% ad val.
118.00	1.5¢ per gal.
118.05	1.5¢ per lb.
118.30	17.5% ad val.
119.55	3.5¢ per doz.
119.60	Free
ex 120.20	
80	Free
121.20	7.5% ad val.
121.40	10% ad val.
ex 121.57	
15	
25	
30	
35	
55	10% ad val.
123.50	37.5% ad val.
ex 124.10	
05	
25	
35	
55	Free
ex 124.25	
90	5.5% ad val.
ex 124.65	
90	8% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
124.80	12% ad val.
125.40	\$2 per 1,000
125.50	10% ad val.
126.01	2¢ per lb.
126.11	1.3¢ per lb.
126.23	2¢ per lb.
126.27	2¢ per lb.
126.29	0.8¢ per lb.
126.37	0.5¢ per lb.
126.39	0.4¢ per lb.
126.57	0.4¢ per lb.
126.85	0.5¢ per lb.
126.87	1¢ per lb.
126.95	0.4¢ per lb.
127.01	0.4¢ per lb.
130.10	7.5¢ per bu. of 48 lbs.
130.15	10¢ per 100 lbs.
130.30	12.5¢ per bu. of 56 lbs.
130.40	0.4¢ per lb.
130.45	4¢ per bu. of 32 lbs.
130.60	6¢ per bu. of 56 lbs.
130.65	5% ad val.
130.70	21¢ per bu. of 60 lbs.
131.15	0.2¢ per lb.
131.25	10% ad val.
131.27	80¢ per 100 lbs.
131.38	22.5¢ per 100 lbs.
131.40	52¢ per 100 lbs.
131.50	15¢ per 100 lbs.
131.57	10¢ per 100 lbs.
131.65	12.5¢ per 100 lbs.
131.70	10.5¢ per 100 lbs.
131.72	2.5% ad val.
131.75	5% ad val.
132.15	22.5¢ per 100 lbs.
132.20	30¢ per 100 lbs.
132.30	30% ad val.
135.20	5% ad val.
135.40	12.5% ad val.
135.50	11% ad val.
135.94	1.5¢ per lb.
136.60	0.85¢ per lb.
136.80	25% ad val.
136.90	1.25¢ per lb.
137.00	1¢ per lb.
137.01	2¢ per lb.
137.20	37.5¢ per 100 lbs.
137.21	75¢ per 100 lbs.
137.25	37.5¢ per 100 lbs.
137.28	75¢ per 100 lbs.
137.40	12.5% ad val.
137.62	1.5¢ per lb.

<i>TSUS Item</i>	<i>Rate of Duty</i>
137.66	5¢ per 100 lbs.
137.70	25% ad val.
144.10	5¢ per lb. + 25% ad val.
146.10	0.25¢ per lb.
146.12	1¢ per lb.
146.14	1.07¢ per lb.
146.50	0.7¢ per lb.
146.52	0.375¢ per lb.
146.54	0.5¢ per lb.
146.56	0.75¢ per lb.
146.58	0.5¢ per lb.
146.60	0.75¢ per lb.
146.62	0.75¢ per lb.
146.68	6% ad val.
146.70	7% ad val.
146.72	14% ad val.
146.90	0.5¢ per lb.
147.64	12.5¢ per cu. ft. of such bulk or the capacity of the package
148.10	20% ad val.
148.70	0.5¢ per lb.
148.72	0.25¢ per lb.
148.76	20% ad val.
148.86	20% ad val.
155.50	2¢ per lb.
155.55	1.5¢ per lb.
155.70	1¢ per lb.
156.47	5% ad val.
156.55	4% ad val.
161.61	0.875¢ per lb.
165.15	0.5¢ per gal.
165.40	50¢ per gal.
167.15	3¢ per gal.
168.46	\$1.25 per gal.
175.48	1.4¢ per lb.
175.51	0.8¢ per lb.
176.44	Free
176.45	1.8¢ per lb.
176.46	0.6¢ per lb.
176.47	2.4¢ per lb.
176.55	1.8¢ per lb. + 8% ad val.
176.70	10% ad val.
177.04	5% ad val.
177.12	1.5¢ per lb. + 10% ad val.
177.16	0.85¢ per lb. + 4% ad val.
177.20	1.5¢ per lb.
177.22	0.92¢ per lb.
177.26	1.5¢ per lb. + 10% ad val.
177.30	1.9¢ per lb.
177.36	1.26¢ per lb.
177.40	1.5¢ per lb. + 10% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
177.56	0.875¢ per lb.
177.70	10% ad val.
177.72	1.5¢ per lb. + 10% ad val.
178.10	5¢ per lb.
182.30	5% ad val.
182.52	14% ad val.
182.55	1.2¢ per proof gal.
184.10	2.5% ad val.
184.20	\$1.70 per short ton
184.25	\$1.10 per short ton
184.30	60¢ per short ton
184.35	50¢ per short ton
184.40	2.5¢ per 100 lbs.
184.45	0.5% ad val.
184.47	2.5% ad val.
184.50	0.25¢ per lb.
ex 184.55	
10}	
30}	Free
40}	
50}	
184.61	5% ad val.
184.65	8% ad val.
184.70	2.5% ad val.
184.75	10% ad val.
186.55	Free
186.60	15% ad val.
188.24	2.5% ad val.
190.40	Free
190.45	Free
190.47	Free
192.10	Free
192.50	25¢ per ton
192.60	75¢ per ton
200.03	Free
200.10	Free
200.15	Free
ex 200.35	
05}	
10}	
20}	
45}	
55}	
60}	
65}	Free
70}	
75}	
80}	
85}	
90}	
95}	

<i>TSUS Item</i>	<i>Rate of Duty</i>
200.55	0.5% ad val.
200.60	Free
200.65	Free
200.75	Free
200.80	Free
ex 200.85	
40	Free
202.03	35¢ per 1,000 ft., board measure
202.06	25¢ per 1,000 ft., board measure
202.09	\$1 per 1,000 ft., board measure
202.12	\$1 per 1,000 ft., board measure
202.15	\$1 per 1,000 ft., board measure
202.18	\$1 per 1,000 ft., board measure
202.21	\$1 per 1,000 ft., board measure
202.24	\$1 per 1,000 ft., board measure
202.27	75¢ per 1,000 ft., board measure
202.30	\$1.50 per 1,000 ft., board measure
202.43	\$1.50 per 1,000 ft., board measure
202.45	50¢ per 1,000 sq. ft., surface measure
202.48	75¢ per 1,000 sq. ft., surface measure

N.B.: To Schedule 2, part 1, Subpart B of the new consolidated Schedule XX will be added a note equivalent in substance to the special note appended to the concessions on former paragraph 401 (sawed lumber and sawed timber) in the existing Schedule XX G-47. [Footnote in original.]

202.50	\$1 per 1,000 sq. ft., surface measure
202.52	1.5% ad val.
202.53	5% ad val.
202.57	4% ad val.
202.60	16½% ad val.
202.63	1.5% ad val.
204.10	7.5% ad val.
204.15	Free
204.20	16½% ad val.
204.25	1.75% ad val.
204.27	Free
204.30	16½% ad val.
204.40	16% ad val.
204.50	2¢ per lb.+5% ad val.
206.30	15% ad val.
206.50	8.5% ad val.
206.52	8.5% ad val.
206.97	16½% ad val.
207.00	16½% ad val.
220.25	10% ad val.
240.00	8% ad val.
240.01	10% ad val.
240.14	15% ad val.
240.18	20% ad val.
240.20	20% ad val.
240.34	15% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
240.38	20% ad val.
240.40	20% ad val.
240.54	15% ad val.
240.58	20% ad val.
240.60	20% ad val.
245.00	15% ad val.
245.10	\$7.25 per short ton
245.20	7.5% ad val.
245.70	12.5% ad val.
245.80	5¢ per lb.+9% ad val.
250.02	Free
251.25	7.5% ad val.
251.35	4% ad val.
251.45	5.5% ad val.
251.49	6.75% ad val.
251.51	4.75% ad val.
252.13	3¢ per lb.+10% ad val.
252.15	2.5¢ per lb.+7.5% ad val.
252.40	3¢ per lb.+10% ad val.
252.42	2.5¢ per lb.+7.5% ad val.
252.55	4% ad val.
252.59	3¢ per lb.+10% ad val.
252.61	2.5¢ per lb.+7.5% ad val.
252.65	Free
252.67	0.17¢ per lb.+4% ad val.
252.77	1.25¢ per lb.+6.5% ad val.
253.05	1¢ per lb.+5% ad val.
253.10	1.25¢ per lb.+10.5% ad val.
253.40	4¢ per lb.+8% ad val.
254.40	3¢ per lb.+10% ad val.
254.42	2.5¢ per lb.+7.5% ad val.
254.63	1.25¢ per lb.+6.5% ad val.
254.75	2.5¢ per lb.
256.30	15% ad val.
256.52	15% ad val.
256.70	10% ad val.
270.35	2% ad val.
270.45	3% ad val.
270.50	7% ad val.
274.20	15% ad val.
274.33	30¢ per lb.
274.85	4% ad val.
274.90	15% ad val.
304.02	Free
304.12	0.1¢ per lb.
304.20	0.4¢ per lb.
304.32	Free
304.38	Free
304.42	Free
304.46	Free
304.50	Free

<i>TSUS Item</i>	<i>Rate of Duty</i>
304.56	Free
308.20	14% ad val.
308.30	10% ad val.
308.35	20% ad val.
308.55	20% ad val.
308.90	20% ad val.
309.28	21% ad val.
309.30	17¢ per lb.
309.31	21% ad val.
309.98	21% ad val.
315.05	30% ad val.
315.10	30% ad val.
315.15	20% ad val.
338.25	21% ad val.
347.68	21% ad val.
348.00	30% ad val.
349.10	30% ad val.
358.02	12% ad val.
360.75	16.5% ad val.
361.46	15% ad val.
361.48	30% ad val.
367.59	27.5% ad val.
385.70	30% ad val.
386.50	20% ad val.
387.30	13.5% ad val.
390.10	Free
390.12	5% ad val.
390.40	9¢ per lb.
390.50	4% ad val.
390.60	Free
401.04	Free
401.12	Free
401.16	Free
401.20	Free
401.32	Free
401.34	Free
401.36	Free
401.40	Free
401.42	Free
401.44	Free
401.46	Free
401.48	Free
401.56	Free
401.58	Free
401.62	Free
401.64	Free
401.66	Free
401.70	Free
401.72	Free
401.74	Free
401.76	Free
401.80	Free

<i>TSUS Item</i>	<i>Rate of Duty</i>
403.40	3¢ per lb. + 17% ad val.
403.42	1.75¢ per lb. + 10% ad val.
405.05	3.5¢ per lb. + 22.5% ad val.
408.80	3¢ per lb. + 19% ad val.
415.15	5% ad val.
415.20	10.5% ad val.
415.35	4¢ per lb.
415.40	10.5% ad val.
415.50	10.5% ad val.
416.30	1¢ per lb.
416.35	Free
416.45	12.5% ad val.
417.12	0.25¢ per lb.
417.22	1.25¢ per lb.
417.28	20¢ per lb. on molybdenum content + 6% ad val.
417.64	10.5% ad val.
417.92	10.5% ad val.
418.14	0.425¢ per lb.
418.18	10.5% ad val.
418.22	12.5% ad val.
418.26	20¢ per lb. on molybdenum content + 6% ad val.
418.32	10.5% ad val.
418.52	10.5% ad val.
418.72	1.275¢ per lb. + 10.5% ad val.
418.74	1.275¢ per lb. + 10.5% ad val.
418.78	1.275¢ per lb. + 10.5% ad val.
419.00	1.5¢ per lb.
419.04	15% ad val.
419.10	10.5% ad val.
419.50	18.5¢ per lb. + 12.5% ad val.
419.52	18.5¢ per lb. + 12.5% ad val.
419.54	18.5¢ per lb. + 12.5% ad val.
419.60	20¢ per lb. on molybdenum content + 6% ad val.
419.70	10.5% ad val.
419.72	Free
419.74	10.5% ad val.
419.80	3¢ per lb.
419.84	10.5% ad val.
420.22	20¢ per lb. on molybdenum content + 6% ad val.
420.50	Free
420.52	Free
420.96	3.5¢ per 100 lb.
421.02	Free
421.10	20¢ per lb. on molybdenum content + 6% ad val.
421.84	10.5% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
421.86	10.5% ad val.
422.00	10.5% ad val.
422.20	12.5% ad val.
422.24	12.5% ad val.
422.26	12.5% ad val.
422.58	12.5% ad val.
422.78	10.5% ad val.
422.80	10.5% ad val.
422.82	10.5% ad val.
422.90	6.25% ad val.
422.92	12.5% ad val.
422.94	12.5% ad val.
423.00	10.5% ad val.
423.86	18.5¢ per lb. + 12.5% ad val.
423.88	20¢ per lb. on molybdenum content + 6% ad val.
423.90	Free
423.96	10.5% ad val.
425.02	3¢ per lb. + 15% ad val.
425.04	12.5% ad val.
425.06	10.5% ad val.
425.08	10.5% ad val.
425.10	10.5% ad val.
425.12	3¢ per lb. + 15% ad val.
425.14	3¢ per lb. + 15% ad val.
425.20	10.5% ad val.
425.22	10.5% ad val.
425.24	10.5% ad val.
425.26	10.5% ad val.
425.28	12.5% ad val.
425.32	10.5% ad val.
425.34	12.5% ad val.
425.36	10.5% ad val.
425.38	3¢ per lb. + 15% ad val.
425.40	10.5% ad val.
425.42	10.5% ad val.
425.52	3¢ per lb. + 15% ad val.
425.70	0.53¢ per lb.
425.72	1.25¢ per lb.
425.74	8.5¢ per lb.
425.98	12.5% ad val.
426.00	1.5¢ per lb.
426.04	12.5% ad val.
426.10	0.25¢ per lb.
426.18	10.5% ad val.
426.32	1.275¢ per lb. + 10.5% ad val.
426.34	1.275¢ per lb. + 10.5% ad val.
426.36	1.25¢ per lb.
426.42	1.5¢ per lb.
426.44	15% ad val.
426.46	10.5% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
426.56	18.5¢ per lb. + 12.5% ad val.
426.58	10.5% ad val.
426.62	10.5% ad val.
426.64	10.5% ad val.
427.06	10.5% ad val.
427.08	10.5% ad val.
427.16	12.5% ad val.
427.25	10.5% ad val.
427.28	10.5% ad val.
427.30	10.5% ad val.
427.40	3¢ per lb. + 15% ad val.
427.42	3¢ per lb. + 15% ad val.
427.44	3¢ per lb. + 15% ad val.
427.45	10.5% ad val.
427.46	3¢ per lb. + 15% ad val.
427.53	10.5% ad val.
427.54	3¢ per lb. + 15% ad val.
427.56	4¢ per lb.
427.58	3¢ per lb. + 15% ad val.
427.60	8.5% ad val.
427.62	8.5% ad val.
427.64	8.5% ad val.
427.70	3¢ per lb. + 15% ad val.
427.74	2.5¢ per lb.
427.82	3¢ per lb. + 15% ad val.
427.84	10.5% ad val.
427.96	15.3¢ per gal.
427.98	10.5% ad val.
428.04	3¢ per lb. + 15% ad val.
428.12	10.5% ad val.
428.20	3¢ per lb. + 15% ad val.
428.22	3¢ per lb. + 15% ad val.
428.24	3¢ per lb. + 15% ad val.
428.26	3¢ per lb. + 15% ad val.
428.30	3¢ per lb. + 15% ad val.
428.32	10.5% ad val.
428.34	3¢ per lb. + 15% ad val.
428.42	10.5% ad val.
428.44	10.5% ad val.
428.46	3¢ per lb. + 15% ad val.
428.52	3.5¢ per lb.
428.58	1.5¢ per lb.
428.68	1.25¢ per lb. + 6.25% ad val.
428.72	10.5% ad val.
428.80	3¢ per lb. + 15% ad val.
428.82	10.5% ad val.
428.84	3¢ per lb. + 15% ad val.
428.86	3¢ per lb. + 15% ad val.
428.88	3¢ per lb. + 15% ad val.
428.90	2¢ per lb.

<i>TSUS Item</i>	<i>Rate of Duty</i>
428.94	2.5¢ per lb. + 12.5% ad val.
428.96	3¢ per lb. + 15% ad val.
429.00	3¢ per lb. + 15% ad val.
429.10	12.5% ad val.
429.12	10.5% ad val.
429.20	3¢ per lb. + 15% ad val.
429.26	7.5¢ per lb.
429.30	10.5% ad val.
429.32	10.5% ad val.
429.44	2.5¢ per lb. + 12.5% ad val.
429.46	2.5¢ per lb. + 12.5% ad val.
429.47	3¢ per lb. + 15% ad val.
429.48	10.5% ad val.
429.52	10.5% ad val.
429.60	10.5% ad val.
429.70	15% ad val.
429.90	10.5% ad val.
430.00	10.5% ad val., but not less than the highest rate applicable to any component compound
432.00	10.5% ad val., but not less than the highest rate applicable to any component compound
436.00	The rate provided for such product in this subpart, but not less than 10.5% ad val.
437.00	10.5% ad val.
437.13	10.5% ad val.
437.16	10¢ per oz.
437.20	10.5% ad val.
437.24	10.5% ad val.
437.47	10% ad val.
437.49	10.5% ad val.
437.51	12.5% ad val.
437.76	Free
438.02	The rate provided for such product in this subpart, but not less than 10.5% ad val.
440.00	The rate provided for such product in this subpart, but not less than 10.5% ad val.
445.40	1.25¢ per lb. + 6.25% ad val.
445.45	2.5¢ per lb. + 12.5% ad val.
445.75	The highest rate applicable to any component material
446.15	6.5% ad val.
450.10	12.5% ad val.
452.14	4% ad val.
452.48	4% ad val.
452.80	4% ad val.
455.14	Free
455.34	15% ad val.
455.36	0.5¢ per lb. + 7.5% ad val.
455.44	0.5¢ per lb. + 7.5% ad val.
460.05	Free
465.05	4.5¢ per lb. + 15% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
465.10	3.75¢ per lb. + 15% ad val.
465.15	4.5¢ per lb. + 15% ad val.
465.20	3.75¢ per lb. + 15% ad val.
465.25	3¢ per lb. + 10% ad val.
465.35	3¢ per lb. + 10% ad val.
465.45	3¢ per lb. + 10% ad val.
465.50	1.5¢ per lb. + 10% ad val.
465.55	1.5¢ per lb. + 10.5% ad val.
465.60	0.75¢ per lb. + 10.5% ad val.
465.70	0.75¢ per lb. + 14% ad val.
465.80	1.5¢ per lb. + 14% ad val.
465.90	10.5% ad val.
465.95	10.5% ad val.
466.30	10.5% ad val.
470.05	Free
470.15	5.5% ad val.
470.23	4% ad val.
470.25	6% ad val.
470.40	Free
470.55	5.5% ad val.
470.65	3.75% ad val.
470.85	5.5% ad val.
472.10	\$2.55 per ton
472.12	\$6.50 per ton
473.04	5% ad val.
473.30	10% ad val.
473.52	1.25¢ per lb.
473.60	1.05¢ per lb.
474.30	8.5% ad val.
474.50	8.5% ad val.
ex 475.10	
20}	
30}	0.25¢ per gal. ¹
40}	
50}	
475.15	Free ¹
480.05	Free
480.15	Free
480.80	Free
485.10	0.75¢ per lb.
485.20	8.5¢ per lb.
485.30	30% ad val.
490.14	1.5¢ per lb. + 10% ad val.
490.20	4.5¢ per lb. + 10% ad val.
490.22	2.25¢ per lb. + 10% ad val.
490.24	3¢ per lb. + 10% ad val.
490.26	10% ad val.
490.30	1.5¢ per lb. + 10% ad val.
490.32	1.5¢ per lb. + 10% ad val.
490.40	7.25¢ per lb.
490.42	2.25¢ per lb. + 15% ad val.
490.44	2.25¢ per lb. + 10% ad val.

¹ See *post*, p. 1820.

<i>TSUS Item</i>	<i>Rate of Duty</i>
490.46	2.25¢ per lb. + 10% ad val.
490.48	3¢ per lb. + 10% ad val.
490.73	3¢ per lb. + 10.5% ad val.
490.75	10.5% ad val.
491.00	10.5% ad val. but not less than the highest rate applicable to any component
493.47	0.5¢ per lb.
493.50	12.5% ad val.
494.40	0.5¢ per lb.
494.52	10.5% ad val.
494.60	5% ad val.
495.15	5% ad val.
495.20	20% ad val.
511.21	5% ad val.
512.11	3¢ per 100 lbs., including weight of container
512.14	2.5¢ per 100 lbs., including weight of container
512.21	Free
513.14	Free
513.41	5.5% ad val.
513.61	Free
514.11	20¢ per short ton
514.24	21% ad val.
514.91	Free
515.24	21% ad val.
515.41	Free
515.54	21% ad val.
516.11	5% ad val.
516.21	12.5% ad val.
516.41	4¢ per lb.
516.81	12.5% ad val.
ex 518.11	
40]	
50}	Free
60}	
518.44	0.225¢ per lb.
519.01	Free
ex 519.17	
40	Free
519.21	Free
519.34	Free
519.37	0.5¢ per lb.
519.95	5% ad val.
ex 521.31	
20]	
40}	Free
80}	
521.61	81.25¢ per ton
522.11	Free
522.21	\$2.10 per ton
522.31	12.5¢ per ton

<i>TSUS Item</i>	<i>Rate of Duty</i>
522.41	7.5% ad val.
522.43	Free
522.51	Free
522.64	\$10.50 per ton
523.11	Free
523.33	12% ad val.
523.51	1¢ per lb.
531.04	12% ad val.
531.24	0.38¢ per lb. + 5% ad val.
532.11	50¢ per 1,000
535.31	30% ad val.
540.13	21% ad val.
540.14	4% ad val.
540.15	15% ad val.
540.33	35% ad val.
540.37	25% ad val.
540.47	24% ad val.
540.55	30% ad val.
540.61	10.5% ad val.
540.71	22% ad val.
544.11	22% ad val.
544.14	23.5% ad val.
544.17	15% ad val.
544.31	22% ad val.
544.61	22% ad val.
545.21	23¢ per gross
545.25	¾¢ per lb.
546.51	50% ad val.
547.15	25% ad val.
547.21	20.5% ad val.
547.37	25% ad val.
547.51	25¢ per gross
548.05	25% ad val.
601.18	Free
601.24	Free
601.33	24¢ per lb. on molybdenum content
601.36	Free
601.39	Free
602.10	0.75¢ per lb. on lead content
602.20	0.67¢ per lb. on zinc content
603.20	Free
603.25	1.0625¢ per lb. on lead content
603.30	0.75¢ per lb.
603.40	20¢ per lb. on molybdenum content + 6% ad val.
603.50	1.7¢ per lb. on copper content + 0.75¢ per lb. on lead content + 0.67¢ per lb. on zinc content
603.55	1.7¢ per lb. on copper content + 0.75¢ per lb. on lead content + 0.67¢ per lb. on zinc content

<i>TSUS Item</i>	<i>Rate of Duty</i>
603.65	Free
605.20	Free
605.70	Free
607.02	Additional duty of 35¢ per lb. on molybdenum content in excess of 0.1%
607.11	37.5¢ per ton
607.12	37.5¢ per ton + additional duties
607.15	20¢ per ton
607.20	75¢ per ton
607.21	75¢ per ton + additional duties
607.25	1.25¢ per lb.
607.31	0.625¢ per lb. on chromium content
607.37	0.625¢ per lb. on manganese content
607.40	20¢ per lb. on molybdenum content + 6% ad val.
607.45	12.5% ad val.
607.52	2¢ per lb. on silicon content
607.53	4¢ per lb. on silicon content
607.55	10% ad val.
607.57	0.9375¢ per lb. on manganese content + 7.5% ad val.
607.70	12.5% ad val.
607.80	10% ad val.
608.06	0.3¢ per lb.
608.08	19% ad val.
608.15	8.5% ad val.
608.16	10.5% ad val.
608.18	14.5% ad val. + additional duties
608.45	7% ad val.
608.46	10.5% ad val.
608.52	14.5% ad val. + additional duties
608.60	0.375¢ per lb. + 10% ad val.
608.61	10.7% ad val.
608.62	14.7% ad val. + additional duties
608.84	8% ad val.
608.85	12% ad val. + additional duties
608.87	0.1¢ per lb. + 8% ad val.
608.88	0.1¢ per lb. + 12% ad val. + additional duties
608.92	0.8¢ per lb.
609.02	6% ad val.
609.03	8.5% ad val.
609.04	9.5% ad val.
609.06	10% ad val. + additional duties
609.07	12.5% ad val. + additional duties
609.08	13.5% ad val. + additional duties
609.17	19% ad val.
610.20	0.05¢ per lb.
610.21	0.05¢ per lb. + 4% ad val. + additional duties
610.25	0.125¢ per lb.
610.26	0.125¢ per lb. + 4% ad val. + additional duties

<i>TSUS Item</i>	<i>Rate of Duty</i>
610.32	0.3¢ per lb.
610.48	11% ad val.
610.49	10.5% ad val.
610.51	15.5% ad val. + additional duties
610.52	14.5% ad val. + additional duties
610.65	3% ad val.
610.66	7% ad val. + additional duties
610.70	8% ad val.
610.71	12% ad val. + additional duties
610.74	22.5% ad val.
610.80	19% ad val.
612.05	1.7¢ per lb. on copper content + 10% ad val.
ex 612.06	
20	
612.08	1.7¢ per lb. on copper content
	1.7¢ per lb. on 99.6% of the copper content
	+ 10% ad val.
612.20	1.275¢ per lb. + 20% ad val.
612.72	1.7¢ per lb. on copper content + 12.5% ad val.
612.73	1.7¢ per lb. on copper content + 0.1¢ per lb. + 12.5% ad val.
613.03	6.2¢ per lb.
613.08	1.275¢ per lb. + 15% ad val.
618.01	2.5¢ per lb.
618.02	1.25¢ per lb.
618.04	2.125¢ per lb.
618.06	1.25¢ per lb.
618.10	1.5¢ per lb.
618.15	2.5¢ per lb.
618.17	19% ad val.
618.25	2.5¢ per lb.
618.27	2.5¢ per lb.
618.29	24% ad val.
618.42	19% ad val.
618.45	1.25¢ per lb.
618.47	19% ad val.
620.02	1.25¢ per lb.
620.16	18% ad val.
620.26	18% ad val.
620.32	1.25¢ per lb.
620.40	6.25% ad val.
620.42	8.75% ad val.
620.46	18% ad val.
622.04	1.0625¢ per lb. on lead content
624.02	1.0625¢ per lb. on 99.6% of the lead content
624.03	1.0625¢ per lb. on lead content

** These rates, which appear in column 1(a) of the TSUSA, apply when the market price of copper is 24¢ or more per pound. The higher rates in column 1(b) of the TSUSA apply when such market price is under 24¢ per pound. [Footnote in the original.]

<i>TSUS Item</i>	<i>Rate of Duty</i>
624.04	1.0625¢ per lb. on 99.6% of the lead content
624.10	1.3125¢ per lb.
624.30	1.3125¢ per lb.
624.50	1.3125¢ per lb.
626.02	0.7¢ per lb.
626.10	0.75¢ per lb.
626.17	1¢ per lb.
626.18	1.125¢ per lb.
626.40	0.7¢ per lb.
628.10	18% ad val.
628.17	15% ad val.
628.20	18% ad val.
628.25	10.5% ad val.
628.30	18% ad val.
628.35	10.5% ad val.
628.40	18% ad val.
628.45	10.5% ad val.
628.50	18% ad val.
628.55	40% ad val.
628.57	16¢ per lb. on magnesium content + 8% ad val.
628.59	13.5¢ per lb. on magnesium content + 7% ad val.
628.70	21% ad val.
628.72	20¢ per lb. on molybdenum content + 6% ad val.
628.90	10.5% ad val.
628.95	18% ad val.
629.07	15% ad val.
629.10	18% ad val.
629.15	20% ad val.
629.20	18% ad val.
629.50	25% ad val.
629.62	15% ad val.
629.65	18% ad val.
632.14	3.75¢ per lb.
632.16	15% ad val.
632.24	10.5% ad val.
632.38	10.5% ad val.
632.40	Free
632.42	4¢ per lb. on silicon content
632.43	10.5% ad val.
632.48	8% ad val.
632.50	10.5% ad val.
632.52	12.5% ad val.
632.62	18% ad val.
632.64	1.0625¢ per lb. on lead content
632.66	18% ad val.
632.68	15% ad val.
632.78	\$1 per lb.
632.79	\$1 per lb. + 12.5% ad val.
632.84	18% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
633.00	18% ad val.
640.20	15% ad val.
640.25	19% ad val.
640.30	10% ad val.
640.35	13.5% ad val.
642.18	15% ad val.
642.20	19% ad val.
642.50	0.75¢ per sq. ft.+ 5% ad val.
642.52	15% ad val.
642.54	0.75¢ per sq. ft.+ 1.275¢ per lb.
642.56	1.275¢ per lb.+ 10% ad val.
642.58	0.75¢ per sq. ft.
642.60	10% ad val.
642.62	2.125¢ per lb.+ 5% ad val.
642.64	15% ad val.
642.66	2.125¢ per sq. ft.+ 1.275¢ per lb.
642.68	1.275¢ per lb.+ 10% ad val.
642.70	2.125¢ per sq. ft.
642.72	10% ad val.
642.74	30% ad val.
642.76	1.275¢ per lb.+ 25% ad val.
642.78	25% ad val.
ex 642.80	
40	19% ad val.
642.82	16% ad val.
642.85	1.275¢ per lb.+ 13.5% ad val.
642.87	14% ad val.
642.91	19% ad val.
642.97	15% ad val.
644.22	18% ad val.
644.26	19% ad val.
644.32	18% ad val.
644.36	5.25¢ per lb.+ 8% ad val.
644.38	4¢ per lb.+ 8% ad val.
644.40	3.25¢ per lb.+ 8% ad val.
644.42	2¢ per lb.+ 8% ad val.
644.60	40% ad val.
646.17	15.5% ad val.
646.22	19% ad val.
646.28	0.2¢ per lb.
646.36	19% ad val.
646.41	14% ad val.
646.42	19% ad val.
646.47	19% ad val.
646.53	18% ad val.
646.56	0.3¢ per lb.
646.57	14.5% ad val.
646.63	19% ad val.
646.72	19% ad val.
646.76	18% ad val.
646.77	16% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
646.78	19% ad val.
646.95	11.5% ad val.
647.03	19% ad val.
647.05	16% ad val.
648.53	7.5% ad val.
648.65	Free
648.89	19% ad val.
649.14	8% ad val.
649.17	8% ad val.
649.27	19% ad val.
649.32	19% ad val.
649.37	10.5% ad val.
649.47	22.5% ad val.
649.53	30% ad val.
649.65	Free
ex 649.91	
40	37% ad val.
651.04	19% ad val.
651.23	5% ad val.
651.25	0.6875¢ per lb.
651.33	17% ad val.
651.39	Free
651.45	3% ad val.
ex 651.47	
40	17% ad val.
651.55	17% ad val.
651.64	19% ad val.
651.75	The rate of duty applicable to that article in the set subject to the highest rate of duty
652.03	12% ad val.
652.09	20% ad val.
ex 652.15	
40	12.5% ad val.
652.27	0.75¢ per lb.
652.33	0.4375¢ per lb.
652.35	19% ad val.
652.38	19% ad val.
652.42	19% ad val.
652.50	4¢ per lb.+12.5% ad val.
652.70	17% ad val.
652.75	19% ad val.
652.80	19% ad val.
652.88	19% ad val.
652.93	3% ad val.
653.10	1.0625¢ per lb. on lead content
653.20	19% ad val.
653.40	19% ad val.
653.50	12.5% ad val.
653.85	8% ad val.
654.20	17% ad val.
657.09	3% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
657.10	8% ad val.
657.20	19% ad val.
657.40	19% ad val.
657.50	18% ad val.
657.90	13.5¢ per lb. on magnesium content + 7% ad val.
658.00	18% ad val.
660.15	14% ad val.
660.40	Free
660.42	10% ad val.
660.44	8.5% ad val.
660.46	10% ad val.
660.50	3% ad val.
660.52	8.5% ad val.
660.54	10% ad val.
660.75	12% ad val.
660.80	20% ad val.
660.94	10% ad val.
661.09	10% ad val.
661.10	14% ad val.
661.15	10.5% ad val.
661.30	19% ad val.
661.55	10% ad val.
661.65	19% ad val.
661.70	12.5% ad val.
661.75	Free
661.90	11.5% ad val.
661.92	3% ad val.
661.95	11.5% ad val.
662.10	8% ad val.
662.20	11.5% ad val.
662.30	18% ad val.
662.35	19% ad val.
662.40	Free
662.45	Free
662.50	10% ad val.
664.05	10% ad val.
664.10	10.5% ad val.
666.00	Free
666.25	11.5% ad val.
670.40	14% ad val.
670.41	11.5% ad val.
670.42	11.5% ad val.
670.43	16% ad val.
672.05	Free
674.10	9% ad val.
674.35	15% ad val.
674.40	11.5% ad val.
674.42	10% ad val.
674.50	15% ad val.
674.51	3% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
674.53	14% ad val.
674.55	10% ad val.
674.56	19% ad val.
674.80	19% ad val.
676.05	Free
676.23	12.5% ad val.
676.50	19% ad val.
676.52	11% ad val.
678.10	Free
678.30	11.5% ad val.
678.40	11.5% ad val.
678.50	10% ad val.
680.05	19% ad val.
680.07	12.5% ad val.
680.11	Free
680.12	11.5% ad val.
680.25	11.5% ad val.
680.27	10% ad val.
680.33	12% ad val.
680.57	19% ad val.
680.60	3% ad val.
680.70	10% ad val.
680.90	19% ad val.
682.10	12.5% ad val.
682.20	50% ad val.
682.25	12.5% ad val.
682.30	12.5% ad val.
682.40	8.5% ad val.
682.50	12.5% ad val.
682.52	10% ad val.
682.55	50% ad val.
682.60	15% ad val.
682.70	16% ad val.
682.90	11.5% ad val.
682.95	17.5% ad val.
683.10	17% ad val.
683.30	13.75% ad val.
683.32	12% ad val.
683.50	13.75% ad val.
683.60	8.5% ad val.
683.80	13.75% ad val.
684.20	17% ad val.
684.30	8% ad val.
684.62	17.5% ad val.
684.70	15% ad val.
685.30	13.75% ad val.
685.50	15% ad val.
685.80	12.5% ad val.
685.90	17.5% ad val.
686.10	12.5% ad val.
686.22	8.5% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
688.04	17% ad val.
688.06	15% ad val.
688.10	20% ad val.
688.12	10% ad val.
688.15	17% ad val.
688.25	12% ad val.
688.35	19% ad val.
688.40	11.5% ad val.
690.05	11.5% ad val.
690.10	11.5% ad val.
690.15	18% ad val.
690.25	0.3¢ per lb.
690.30	0.4¢ per lb.
690.35	18% ad val.
690.40	11.5% ad val.
692.15	10% ad val.
692.24	3% ad val.
692.30	Free
692.35	11.5% ad val.
692.40	9.5% ad val.
696.30	8.5% ad val.
696.40	20% ad val.
696.60	19% ad val.
700.15	10% ad val.
700.32	10% ad val.
700.35	10% ad val.
ex 700.55	
65}	12.5% ad val.
75}	
703.75	17.5% ad val.
706.60	20% ad val.
708.87	20% ad val.
709.06	19% ad val.
709.10	19% ad val.
709.57	20% ad val.
710.16	19% ad val.
710.50	22% ad val.
710.78	11.25% ad val.
710.80	15% ad val.
711.04	19% ad val.
711.37	14% ad val.
711.42	16% ad val.
711.49	19% ad val.
711.55	16% ad val.
711.67	14% ad val.
711.84	14% ad val.
711.98	10% ad val.
712.15	14% ad val.
712.20	15.5% ad val.
712.50	12% ad val.
720.28	10¢ each + 20% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
720.29	5¢ each + 20% ad val.
720.30	19% ad val.
720.33	20% ad val.
720.34	27.5% ad val.
720.44	50% ad val.
722.52	35% ad val.
722.56	14% ad val.
722.60	19% ad val.
722.70	20% ad val.
722.80	19% ad val.
722.82	19% ad val.
722.90	19% ad val.
722.92	19% ad val.
723.35	7.5% ad val.
724.35	0.8¢ per lin. ft.
724.50	Free
725.10	10% ad val.
726.25	19% ad val.
726.52	16% ad val.
726.62	10% ad val.
726.80	17% ad val.
727.02	11.5% ad val.
727.04	17% ad val.
727.06	8.5% ad val.
727.47	30% ad val.
727.55	20% ad val.
727.80	20% ad val.
728.25	17% ad val.
730.05	17% ad val.
730.80	42% ad val.
730.88	19% ad val.
730.93	18% ad val.
731.60	25% ad val.
734.15	20% ad val.
734.42	19% ad val.
734.50	14% ad val.
734.65	Free
734.80	9% ad val.
734.90	10% ad val.
734.92	10% ad val.
734.95	10% ad val.
734.97	18.5% ad val.
735.10	35% ad val.
735.17	7.5% ad val.
735.20	20% ad val.
737.07	16% ad val.
737.09	19% ad val.
737.65	20% ad val.
737.70	20% ad val.
740.60	20% ad val.
745.45	19% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
745.58	17.5% ad val.
745.68	17.5% ad val.
750.05	0.4¢ each + 10% ad val.
750.15	0.8¢ each + 16% ad val.
750.25	19% ad val.
750.80	32% ad val.
751.20	30% ad val.
755.35	\$1 per lb. + 12.5% ad val.
755.50	85¢ per 1,000 feet
760.12	17.5% ad val.
760.15	20% ad val.
760.38	19% ad val.
760.42	19% ad val.
770.05	5¢ per lb. + 9% ad val.
772.50	Free
772.51	8.5% ad val.
772.54	10% ad val.
772.59	Free
772.65	8.5% ad val.
772.80	21¢ per lb. + 17% ad val.
774.60	17% ad val.
790.03	19% ad val.
790.07	17% ad val.
790.10	12% ad val.
790.50	25% ad val.
791.05	37.5% ad val.
791.15	20% ad val.
791.17	37.5% ad val.
791.20	7.5% ad val.
791.57	7.5% ad val.
793.00	4% ad val.
808.00	Free
810.10	Free
813.20	Free

Part II Concessions at Higher Than Column I Rate

<i>TSUS Item</i>	<i>Rate of Duty</i>
106.65	3¢ per lb., but not less than 10% ad val.
110.33	1.5¢ per lb.
110.57	1.5¢ per lb.
111.32	0.25¢ per lb.
111.40	0.5¢ per lb.
111.44	12.5% ad val.
111.72	0.5¢ per lb.
111.76	1¢ per lb.
111.84	10% ad val.
111.92	10% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
ex 124.25	
40	7.5% ad val.
125.80	12.5% ad val.
126.09	2¢ per lb.
132.25	50¢ per gal.
153.04	8.5% ad val.
165.70	45¢ per gal. + \$2.50 per proof gal. on the alcohol contained therein or that can be produced therefrom
168.45	\$1.50 per gal.
192.20	12.5% ad val.
200.90	10% ad val.
203.10	25¢ per lb. + 20% ad val.
203.20	25¢ per lb. + 20% ad val.
203.30	25¢ per lb. + 20% ad val.
251.30	10% ad val.
251.40	5% ad val.
252.25	3¢ per lb. + 10% ad val.
252.27	2.5¢ per lb. + 7.5% ad val.
252.70	3¢ per lb. + 10% ad val.
252.73	2.5¢ per lb. + 7.5% ad val.
252.79	2.5¢ per lb. + 7.5% ad val.
253.45	2.5¢ per lb. + 10% ad val.
254.15	3¢ per lb. + 10% ad val.
254.18	2.5¢ per lb. + 7.5% ad val.
254.46	2.5¢ per lb. + 7.5% ad val.
254.48	2.5¢ per lb. + 10% ad val.
254.65	2.5¢ per lb. + 10% ad val.
254.80	2.5¢ per lb. + 7.5% ad val.
254.85	2.5¢ per lb. + 10% ad val.
256.15	15% ad val.
256.58	10.5% ad val.
270.70	3.75% ad val.
270.85	10% ad val.
273.40	10.5% ad val.
274.70	10.5% ad val.
309.65	12.5¢ per lb.
359.60	25¢ per lb. + 20% ad val.
403.08	3.5¢ per lb. + 20% ad val.
403.10	3.5¢ per lb. + 22.5% ad val.
405.25	3.5¢ per lb. + 22.5% ad val.
417.18	10.5% ad val.
417.20	12.5% ad val.
417.34	0.75¢ per lb.
417.38	12.5% ad val.
417.44	12.5% ad val.
417.80	12.5% ad val.
417.90	12.5% ad val.
418.60	10¢ per lb.
418.68	15% ad val.
418.80	12.5% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
419.90	12.5% ad val.
420.40	12.5% ad val.
420.60	12.5% ad val.
420.94	2¢ per 100 lbs.
421.22	12.5% ad val.
421.62	12.5% ad val.
421.90	12.5% ad val.
425.09	12.5% ad val.
426.08	10.5% ad val.
426.24	15% ad val.
426.26	15% ad val.
426.86	12.5% ad val.
426.88	12.5% ad val.
426.92	12.5% ad val.
427.04	12.5% ad val.
427.12	12.5% ad val.
427.88	7.5¢ per gal.
435.45	17% ad val.
437.12	12.5% ad val.
437.32	12.5% ad val.
437.40	12.5% ad val.
437.44	17.5% ad val.
437.52	12.5% ad val.
437.56	12.5% ad val.
437.58	5% ad val.
437.60	12.5% ad val.
437.65	12.5% ad val.
437.82	12.5% ad val.
437.84	5% ad val.
437.86	12.5% ad val.
438.01	12.5% ad val.
439.30	5% ad val.
439.50	12.5% ad val.
445.20	10.5¢ per lb.
465.30	1.5¢ per lb. + 12.5% ad val.
465.40	1.5¢ per lb. + 12.5% ad val.
473.88	12.5% ad val.
474.20	5% ad val.
474.22	7.5% ad val.
474.26	5% ad val.
ex 475.05	
20}	
30}	0.25¢ per gal. ¹
40}	
50}	
490.50	12.5% ad val.
490.65	3¢ per lb. + 15% ad val.
512.44	17.5% ad val.
517.31	2.5% ad val.

¹ Crude petroleum and certain products thereof are subject to import quotas proclaimed pursuant to section 2 of Public Law 464, 83rd Congress, as amended (19 USC 1352a). [Footnote in original.]

<i>TSUS Item</i>	<i>Rate of Duty</i>
519.84	25¢ per lb. + 20% ad val.
531.27	6.25% ad val.
545.27	0.5¢ per lb.
607.30	10.5% ad val.
607.60	12.5% ad val.
620.12	17.5% ad val.
620.22	17.5% ad val.
628.15	12.5% ad val.
629.05	12.5% ad val.
632.06	12.5% ad val.
632.12	12.5% ad val.
632.46	12.5% ad val.
632.58	12.5% ad val.
642.06	17.5% ad val.
647.01	10.5% ad val.
649.24	11.5% ad val.
649.29	11.5% ad val.
649.39	11.5% ad val.
649.49	11.5% ad val.
650.71	2.125¢ ea. + 6% ad val.
650.73	10.5% ad val.
650.77	10.5% ad val.
652.84	10.5% ad val.
652.86	10.5% ad val.
653.15	13.75% ad val.
660.20	10% ad val.
660.35	11.5% ad val.
660.85	11.5% ad val.
660.92	10.5% ad val.
661.12	13.75% ad val.
661.25	11.5% ad val.
661.35	11.5% ad val.
661.80	6.25% ad val.
662.26	11.5% ad val.
668.00	8.5% ad val.
668.02	11.5% ad val.
668.06	8.5% ad val.
668.07	11.5% ad val.
668.10	12.5% ad val.
668.38	12.5% ad val.
670.50	13.75% ad val.
670.74	25¢ per lb. + 20% ad val.
672.25	25¢ per lb. + 20% ad val.
674.70	11.5% ad val.
674.75	11.5% ad val.
674.90	11.5% ad val.
676.07	13.75% ad val.
676.15	13.75% ad val.
676.22	12.5% ad val.
676.25	11.5% ad val.
676.30	11.5% ad val.
678.20	11.5% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
678.32	11.5% ad val.
678.35	13.75% ad val.
680.15	13.75% ad val.
680.45	11.5% ad val.
680.52	11.5% ad val.
683.15	20% ad val.
683.20	13.75% ad val.
683.40	25¢ per lb.+20% ad val.
683.65	8.5% ad val.
683.95	12.5% ad val.
684.10	13.75% ad val.
684.40	12.5% ad val.
684.50	13.75% ad val.
ex 685.22	
80	25¢ per lb.+20% ad val.
685.32	13.75% ad val.
685.40	13.75% ad val.
685.70	13.75% ad val.
686.50	13.75% ad val.
687.20	13.75% ad val.
688.30	15% ad val.
690.20	11.5% ad val.
692.05	10.5% ad val.
692.20	10.5% ad val.
692.27	10.5% ad val.
692.45	11.5% ad val.
694.15	11.5% ad val.
694.20	11.5% ad val.
694.40	12.5% ad val.
694.50	11.5% ad val.
696.05	7.5% ad val.
696.10	15% ad val.
696.15	15% ad val.
696.50	11.5% ad val.
700.75	17.5% ad val.
703.70	25¢ per lb.+20% ad val.
706.30	25¢ per lb.+20% ad val.
708.55	13.75% ad val.
709.09	15% ad val.
709.11	11.5% ad val.
709.17	15% ad val.
709.40	15% ad val.
709.45	11.5% ad val.
709.50	15% ad val.
709.66	15% ad val.
710.14	13.75% ad val.
710.30	13.75% ad val.
710.34	13.75% ad val.
710.46	13.75% ad val.
711.47	11.5% ad val.
711.60	11.5% ad val.

<i>TSUS Item</i>	<i>Rate of Duty</i>
722.42	13.75% ad val.
722.72	13.75% ad val.
722.75	11.5% ad val.
722.86	13.75% ad val.
722.88	25¢ per lb. + 20% ad val.
722.94	11.5% ad val.
722.96	11.5% ad val.
724.45	25¢ per lb. + 20% ad val.
725.12	20% ad val.
725.47	20% ad val.
726.45	50¢ per 1,000 + 17.5% ad val.
726.60	15% ad val.
730.81	11.5% ad val.
730.86	11.5% ad val.
730.91	15% ad val.
732.50	11.5% ad val.
732.62	15% ad val.
734.45	25¢ per lb. + 20% ad val.
735.15	11.5% ad val.
748.25	12.5% ad val.
770.10	25¢ per lb. + 20% ad val.
770.30	25¢ per lb. + 20% ad val.
771.05	10.5¢ per lb.
771.20	12.5¢ per lb.
771.40	7.5% ad val.
771.42	25¢ per lb. + 20% ad val.
772.06	25¢ per lb. + 20% ad val.
772.09	25¢ per lb. + 20% ad val.
772.15	25¢ per lb. + 20% ad val.
772.20	25¢ per lb. + 20% ad val.
772.25	25¢ per lb. + 20% ad val.
772.35	25¢ per lb. + 20% ad val.
772.42	25¢ per lb. + 20% ad val.
772.45	15% ad val.
772.60	12.5% ad val.
772.70	25¢ per lb. + 20% ad val.
772.85	25¢ per lb. + 20% ad val.
772.97	25¢ per lb. + 20% ad val.
773.25	10.5% ad val.
790.15	20% ad val.
790.55	25¢ per lb. + 20% ad val.

N.B.: The foregoing concessions are subject to the pertinent general notes appearing at the end of the existing Schedules XX annexed to the General Agreement on Tariffs and Trade. [Footnote in the original.]

ANNEX II**GENERAL AGREEMENT ON TARIFFS AND TRADE****Article XXVIII Renegotiations of Schedule XX****UNITED STATES COMPENSATORY CONCESSIONS TO
CANADA****GENERAL NOTES**

1. The provisions of this Schedule are subject to the pertinent notes appearing at the end of Schedule XX (Geneva-1947) [¹] annexed to the General Agreement on Tariffs and Trade, as authenticated at Geneva on October 30, 1947.

2. The bracketed language in the description column of this Schedule has been inserted only in order to clarify the scope of the numbered concession items, and such language is not itself intended to describe articles on which concessions have been granted.

3. For the purpose of applying the one-year intervals provided for in the rate columns in this Schedule:

- (a) The rate of duty specified in any rate column relating to an item shall be considered as being in effect even though there is being applied to an article provided for under such item either no duty or a lower rate of duty; and
- (b) There shall be excluded any time during which a rate of duty higher than that specified in a rate column relating to an item is being applied to an article provided for under such item.

¹ TIAS 1700; 61 Stat. (pt. 5) A1361-A1362.

ANNEX II—COMPENSATORY CONCESSIONS

TSUS item	Description	Rates of duty, effective January 1, --			
		1966	1967 ¹	1968 ¹	1969 ¹
202.54	Lumber and wood siding, drilled or treated; and edge-glued or end-glued wood not over 8 feet in length or over 15 inches in width, whether or not drilled or treated: [Softwood lumber and siding, drilled, or pressure treated with creosote or other wood preservative, or both, but not otherwise treated] [Hardwood, edge-glued or end-glued, not drilled or treated] Other	9% ad val.	8% ad val.	7% ad val.	6% ad val. 5% ad val.
245.30	Hardboard, whether or not face finished: [Not face finished; and oil treated, whether or not regarded as tempered, but not otherwise face finished] Other	28% ad val.	26% ad val.	24% ad val.	22% ad val. 20% ad val.
	Building boards not specially provided for, whether or not face finished: [Laminated boards bonded in whole or in part, or impregnated, with synthetic resins]				

¹ Subject to General Note 3(b) to this Schedule.

[Footnote in original.]

ANNEX II—COMPENSATORY CONCESSIONS—Continued

TSUS item	Description	Rates of duty, effective January 1, --				
		1966	1967 1	1968 1	1969 1	1970 1
245. 90	Other boards of vegetable fibers (including wood fibers)	4% ad val.	4% ad val.	3% ad val.	3% ad val.	2.5% ad val.
	Crepe paper, including paper creped or partly creped in any manner: [Creped as a secondary converting process after paper has been made]					
253. 20	Other	1.35¢ lb.+3% ad val.	1.2¢ lb.+3% ad val.	1.05¢ lb.+3% ad val.	0.9¢ lb.+2% ad val.	0.75¢ lb.+2% ad val.
	Iron compounds: [Sulfide (pyrites)]					
	[Sulfate (ferrous) (copperas)]					
418. 94	Other	9% ad val.	8% ad val.	7% ad val.	6% ad val.	5% ad val.
	Nickel compounds: [Chloride]					
	[Oxide]					
	[Sulfate]					
419. 76	Other	9% ad val.	8% ad val.	7% ad val.	6% ad val.	5% ad val.
	Selenium compounds: [Dioxide]					
	[Salts]					

420. 54	Other	9% ad val.	8% ad val.	7% ad val.	6% ad val.	5% ad val.
	Stone chips and spalls, and stone, crushed (otherwise than merely to facilitate shipment to the United States) or ground:					
513. 34	Limestone	18¢ short ton.	16¢ short ton.	14¢ short ton.	12¢ short ton.	10¢ short ton.
	Ferroalloys:					
607. 50	Ferrosilicon: Containing over 8 percent but not over 60 percent by weight of silicon	0.76¢ lb. on silicon content	0.72¢ lb. on silicon content	0.68¢ lb. on silicon content	0.64¢ lb. on silicon content	0.6¢ lb. on silicon content
607. 51	Containing over 60 percent but not over 80 percent by weight of silicon Locks and padlocks (whether key, combination, or electrically operated), luggage frames incorporating locks, all the foregoing, and parts thereof, of base metal; lock keys: [Padlocks] [Cabinet locks] [Luggage locks, and parts thereof, and luggage frames incorporating locks]	0.92¢ lb. on silicon content	0.84¢ lb. on silicon content	0.76¢ lb. on silicon content	0.68¢ lb. on silicon content	0.64¢ lb. on silicon content
646. 92	Other	18% ad val.	17% ad val.	17% ad val.	16% ad val.	15% ad val.

¹ Subject to General Note 3(b) to this Schedule. [Footnote in original.]

ANNEX II—COMPENSATORY CONCESSIONS—Continued

TSUS item.	Description	Rates of duty, effective January 1, --			
		1966	1967 ¹	1968 ¹	1969 ¹
	Hangars and other buildings, bridges, bridge sections, lock-gates, towers, lattice masts, roofs, roofing frameworks, door and window frames, shutters, balustrades, columns, pillars, and posts, and other structures and parts of structures, all the foregoing of base metal: [Of iron or steel:] [Door and window frames] [Columns, pillars, posts, beams, girders, and similar structural units]				9.5% ad val.
652.98	Other	17% ad val.	15% ad val.	13% ad val.	11% ad val.
660.10	Steam and other vapor generating boilers (except central heating hot water boilers capable also of producing low pressure steam), and parts thereof. . . .	13% ad val.	13% ad val.	12% ad val.	12% ad val.
	Producer gas and water gas generators, with or without purifiers; acetylene gas generators (water process) and other gas generators, with or without				11% ad val.

		purifiers; all the foregoing and parts thereof: [Apparatus for the generation of acetylene gas from calcium carbide, and parts thereof]				
660.22		Other	13% ad val.	13% ad val.	12% ad val.	11% ad val.
661.20	Air-conditioning machines, comprising a motor-driven fan and elements for changing the temperature and humidity of air, and parts thereof	11% ad val.	11% ad val.	10% ad val.	10% ad val.	9.5% ad val.
663.04	Parts of the foregoing machines [i.e., machines for making cellulosic pulp, paper, or paperboard; machines for processing or finishing pulp, paper, or paperboard, or making them up into articles]. Bed plates, roll bars, and other stock-treating parts for pulp or paper machines	12% ad val.	11% ad val.	10% ad val.	8% ad val.	7% ad val.
680.22	Taps, cocks, valves, and similar devices, however operated, used to control the flow of liquids, gases, or solids, all the foregoing and parts thereof: Hand-operated and check, and parts thereof: [Of copper] Other	20% ad val.	18% ad val.	16% ad val.	13% ad val.	11% ad val.

¹ Subject to General Note 3(b) to this Schedule. [Footnote in original.]

ANNEX II—COMPENSATORY CONCESSIONS—Continued

TSUS item	Description	Rates of duty, effective January 1, --				
		1966	1967 ¹	1968 ¹	1969 ¹	1970 ¹
	Gear boxes and other speed changers with fixed, multiple, or variable ratios; pulleys, pillow blocks, and shaft couplings; torque converters; chain sprockets; clutches; and universal joints; all the foregoing (except parts of agricultural or horticultural machinery and implements provided for in item 666.00 and parts of motor vehicles, aircraft, and bicycles) and parts thereof:					
680.50	Pulleys, pillow blocks, shaft couplings, and parts thereof	17% ad val.	15% ad val.	13% ad val.	11% ad val.	9.5% ad val.
680.54	Chain sprockets, clutches, universal joints, and parts thereof	17% ad val.	15% ad val.	13% ad val.	11% ad val.	9.5% ad val.
	Radiotelegraphic and radiotelephonic transmission and reception apparatus; radiobroadcasting and television transmission and reception apparatus, and television cameras; record players, phonographs, tape recorders, dictation recording and transcribing ma-					

ANNEX II—COMPENSATORY CONCESSIONS—Continued

TSUS item	Description	Rates of duty, effective January 1, --				
		1966	1967 ¹	1968 ¹	1969 ¹	1970 ¹
692.60	Vehicles (including trailers), not self-propelled, not specially provided for, and parts thereof Aircraft and spacecraft, and parts thereof: [Balloons and airships] [Gliders] [Kites, and parts thereof] [Airplanes] [Spacecraft] Other parts	14% ad val.	13% ad val.	11% ad val.	10% ad val.	8% ad val.
694.60	Game machines, including coin or disc operated game machines and including games having mechanical controls for manipulating the action, and parts thereof	9% ad val.	8% ad val.	8% ad val.	8% ad val.	7.5% ad val.
734.20	Game machines, including coin or disc operated game machines and including games having mechanical controls for manipulating the action, and parts thereof	11% ad val.	10% ad val.	10% ad val.	9% ad val.	9% ad val.

¹ Subject to General Note 3(b) to this Schedule. [Footnote in original.]

INDIA

Agricultural Commodities

Agreement amending the agreement of September 30, 1964, as amended.

Effectuated by exchange of notes

*Signed at New Delhi December 10, 1965;
Entered into force December 10, 1965.*

The American Ambassador to the Indian Secretary, Department of Economic Affairs

NEW DELHI, December 10, 1965

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 India dated September 30, 1964, as amended, [¹] and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$387.19 million to \$474.75 million, and increase the total value from \$544.36 million to \$631.92 million and add the following footnote to the commodity table "Some quantities of grain sorghum may be financed in place of wheat/wheat flour."
2. In Paragraph 3, Article I, substitute "\$205.22 million" for "\$117.66 million."
3. In Paragraph A, Article II, substitute "13.2 percent" for "12.2 percent" and substitute "\$4.4 million" for "\$3.5 million."
4. In Paragraph B, Article II, delete "8.9 percent" and insert "8.4 percent."
5. In Paragraph C, Article II, delete "78.9 percent" and insert "78.4 percent."

¹ TIAS 5669, 5729, 5793, 5846, 5875, 5895; 15 UST 1941, 2393; *ante*, pp. 664, 1064, 1257, 1707.

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B(4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete "\$10.887 million" and insert "\$12.638 million" and delete "\$2.475 million" and insert "\$3.375 million."

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.

CHESTER BOWLES

His Excellency

S. BHOOHALINGAM,
Secretary,
Department of Economic Affairs,
Ministry of Finance,
Government of India,
New Delhi

The Indian Secretary, Department of Economic Affairs, to the American Ambassador.

ECONOMIC SECRETARY
MINISTRY OF FINANCE
NEW DELHI

DECEMBER 10, 1965.

EXCELLENCE:

I have received your note dated 10th December, 1965 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of India dated September 30, 1964, as amended, and to propose that the Agreement be further amended as follows:

1. In the commodity table in Paragraph 1, Article I, increase the value of the wheat/wheat flour from \$387.19 million to \$474.75 million, and increase the total value from \$544.36 million to \$631.92 million and add the following footnote to the commodity table “Some quantities of grain sorghum may be financed in place of wheat/wheat flour.”

2. In Paragraph 3, Article I, substitute “\$205.22 million” for “\$117.66 million.”

3. In Paragraph A, Article II, substitute “13.2 percent” for “12.2 percent” and substitute “\$4.4 million” for “\$3.5 million.”

4. In Paragraph B, Article II, delete “8.9 percent” and insert “8.4 percent.”

5. In Paragraph C, Article II, delete “78.9 percent” and insert “78.4 percent.”

6. The Government of India agrees that the rupees received by the Government of the United States of America under this amendment may be deposited in interest-bearing accounts in banks in India under arrangements mutually agreeable to the two Governments.

7. Article II, Subparagraph B(4), will not require the Government of the United States of America to make loans with funds accruing under this amendment at interest rates of less than cost of funds to the United States Treasury on comparable maturities.

8. In numbered Paragraph (3) of the United States note of September 30, 1964, delete “\$10.887 million” and insert “\$12.638 million” and delete “\$2.475 million” and insert “\$3.375 million.”

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 you that the foregoing amendment is acceptable to the Government of India. I agree that your note together with this reply shall constitute an agreement between our two Governments effective on the date of this reply.

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

S. BHoothalingam

(S. Bhoothalingam)

Secretary to the Government of India.

His Excellency CHESTER BOWLES,
Ambassador of the United States of America,
New Delhi.

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States—Austria Cooperation Agreement

*Agreement signed at Vienna June 15 and July 28, 1964;
Entered into force December 13, 1965.*

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE REPUBLIC OF AUSTRIA AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA, FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of the Republic of Austria (hereinafter called "Austria") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 22 July 1959 [¹] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Austria 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer 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 materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors 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 their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply, insofar as it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

^¹ TIAS 4402; 11 UST 16.

^² TIAS 3873; 8 UST 1093.

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 11 June 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Austria hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Austria provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, 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;
- (b) Reactors specified by Austria and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by Austria under this and all other agreements providing for safeguards by the Agency in Austria may not exceed 6 thermal megawatts;
- (c) Mines, mining equipment or ore-processing plants.

Section 4. Austria 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 its rights under Article VIII of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Austria provided for in the Annex. It is understood that no other rights and obligations of the United States and Austria between each other under Article VIII and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article IX will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Austria and subject to the Agreement for Cooperation and which are within the scope of the Agency safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Austria and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to Austria under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;
- (b) Any transfer from Austria to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

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 material, equipment or facility arrives 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 reported to the Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Austria shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Austria provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. Austria and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Austria provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for Austria to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Austria and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Austria or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or

- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to Austria and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation, or is transferred, under an arrangement approved by the Agency, to a facility within Austria or the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material

as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute, [¹] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Austria shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [²] to Agency in-

¹ TIAS 3873; 8 UST 1107.

² 374 UNTS 147.

spectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act [1] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

ARTICLE IV

Use of Information by the Agency

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Austria or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V

Finance

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Austria nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI

Settlement of Disputes

Section 21. 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 so designated shall elect 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

¹ 59 Stat. 669; 22 U.S.C. § 288 note.

International Court of Justice to appoint an arbitrator. The same procedure shall apply if, within thirty days of the designation or appointment of the second arbitrator, the third arbitrator has not been elected.

- (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 elect 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 the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material"

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

refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by the equation in the Appendix to the Safeguards Document; the equivalent amounts of plutonium and U²³⁸ are the same as for fully enriched uranium. "Party" shall mean the Agency, Austria or the United States.

Section 24. The terms "Agency safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Austria and of the United States and after the Director General shall have received written notification from each Government that it has complied with the constitutional requirements for the entry into force of this Agreement, on the date on which the Agency accepts the initial inventory provided for in Section 6.^[1]

Section 27. This Agreement shall remain in force until 18 January 1970 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

<u>SIGVARD EKLUND</u>	Vienna (City)	28 th July 1964 (Date)
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For the GOVERNMENT OF THE REPUBLIC OF AUSTRIA:

<u>HEINZ HAYMERLE</u>	Vienna (City)	28 th July 1964 (Date)
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For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

<u>HENRY D. SMYTH</u>	Vienna (City)	15 June 1964 (Date)
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[SEAL]

¹ Dec. 13, 1965.

ANNEX

MATERIALS, EQUIPMENT AND FACILITIES SUBJECT TO AGENCY
SAFEGUARDS

Inventories, with respect to Austria and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Austria and to 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. The principal part of the inventory with respect to Austria will consist of at least the following categories:
 - (a) Equipment and facilities transferred to Austria;
 - (b) Material transferred to Austria, and any substituted material;
 - (c) Special fissionable materials produced in Austria, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to Austria will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Austria the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

MULTILATERAL

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

*Agreement signed at Vienna February 24, 1965;
Entered into force December 15, 1965.*

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

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of Portugal (hereinafter called "Portugal") have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 21 July 1955, [¹] as amended on 7 June 1957, 11 June 1960, 28 May 1962 and 11 August 1964 [²] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Portugal 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 of the two Governments of the desirability of arranging for the International Atomic Energy Agency (hereinafter called the "Agency") to administer safeguards as soon as practicable; and

WHEREAS the Agency is, pursuant to its Statute [³] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors 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 their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to

^¹ TIAS 3317; 6 UST 2677.

^² TIAS 3899, 4519, 5111, 5679; 8 UST 1435; 11 UST 1783; 13 UST 1494; 15 UST 2007.

^³ TIAS 3873; 8 UST 1093.

apply, insofar as it has appropriate provisions to do so, safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency has acted favourably upon that request on 11 September 1964;

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

ARTICLE I

Use of Materials, Devices and Facilities for Peaceful Purposes

Section 1. Portugal hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any material, equipment or facility listed in the inventory for Portugal provided for in paragraphs 1 and 2 of the Annex.

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 listed in the inventory for the United States provided for in paragraph 3 of the Annex.

Section 3. The Agency hereby agrees to apply safeguards, during the term of and in accordance with the provisions of this Agreement, to materials, equipment and facilities while they are listed in the inventories provided for in the Annex, to ensure that they will not be used in such a way as to further any military purpose, provided that there need be no application of safeguards to:

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, 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;
- (b) Reactors specified by Portugal and determined by the Agency to have a maximum calculated power for continuous operation of less than three thermal megawatts, provided that the total such power of the reactors thus specified by Portugal under this and all other agreements providing for safeguards by the Agency in Portugal may not exceed six thermal megawatts;
- (c) Mines, mining equipment or ore-processing plants.

Section 4. Portugal 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 its rights under Article VI of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Portugal provided for in the Annex. It is understood that no other rights and obligations of Portugal and the United States between each other under Article VI and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph B of Article VII will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

ARTICLE II

Application of Agency Safeguards

Section 6. An initial inventory of all the materials, equipment and facilities which are within the jurisdiction of Portugal and subject to the Agreement for Cooperation and which are within the scope of the Agency's safeguards system shall be prepared by the two Governments and submitted to the Agency. Upon the entry into force of this Agreement, the Agency will commence applying safeguards to such materials, equipment and facilities. Thereafter Portugal and the United States shall jointly notify the Agency of:

- (a) Any transfer from the United States to Portugal under their Agreement for Cooperation of materials, equipment or facilities which are within the scope of the Agency's safeguards system;
- (b) Any transfer from Portugal to the United States of any special fissionable material included in the inventory pursuant to Section 8.

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

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 material, equipment or facility arrives 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 reported to the

Agency at quarterly intervals. Such notification shall include the type, form and quantity of the material and/or the type and capacity of the equipment or facility involved, the date of shipment, the date of receipt, the identity of the recipient, and any other relevant information. The two Governments also undertake to give the Agency as much advance notice as possible of the transfer of large quantities of nuclear materials or major equipment or facilities. Design information pertinent to safeguards and concerning the facilities listed in the inventory provided for in paragraphs 1(a) and 2 of the Annex shall also be provided to the Agency by the Party concerned at the request of the Agency.

Section 8. Portugal shall notify the Agency, by means of its routine safeguards reports, of any special fissionable material it has produced, during the period covered by the report, in or by the use of any of the materials, equipment or facilities listed in the principal part of the inventory for Portugal provided for in the Annex. Upon receipt by the Agency of the notification, such produced material shall be listed in that inventory, provided that any material so produced shall be deemed to be listed and therefore to be subject to safeguards by the Agency 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 the Annex will be made by agreement of the Parties to the Agreement concerned. Pending final agreement of the Parties concerned, the Agency's calculations will govern.

Section 9. Portugal and the United States shall jointly notify the Agency of the return to the United States of any materials, equipment or facilities listed in the inventory for Portugal provided for in the Annex. Upon receipt thereof by the United States:

- (a) Materials described in Section 6(b) shall be transferred from the inventory for Portugal to the inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the inventory provided for in the Annex.

Section 10. Portugal and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Portugal or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

- (a) Safeguards by the Agency continue to apply to such materials, equipment or facilities; or
- (b) Other safeguards, generally consistent with Agency safeguards and acceptable to Portugal and the United States, will apply to such materials, equipment or facilities, provided that in the case of materials included in the inventory pursuant to Section 6(b) or 8 such other safeguards are also acceptable to the Agency.

Section 11. The notifications by the two Governments provided for in Sections 9 and 10 shall be sent to the Agency at least two weeks before the material, equipment or facility is transferred. In other respects these notifications shall conform, as far as appropriate, to the requirements of Section 7.

Section 12. 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 approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within Portugal or the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); 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.

In the case of materials listed in the inventory pursuant to Section 6(b), the Agency undertakes to give any requisite approvals necessary to allow the suspension of safeguards within the United States.

Section 13. In the event material is substituted as provided for in Section 12, that substituted material will be listed in the inventory provided for in the Annex in place of the original produced material as of the date of substitution. Safeguards suspended pursuant to Section 12 will remain suspended for as long as the substituted material remains subject to Agency safeguards or as long as the quantities of the materials for which no substitution was made do not exceed the limits specified in Section 12(b). When and if the original produced material is returned to the safeguards system provided for by this Agreement, that material will be listed in the inventory provided for in the Annex in place of the substituted material.

Section 14. The safeguards to be applied by the Agency are those procedures specified in Part V of the Safeguards Document, provided that the procedures for notification of transfers shall be as set forth in this Agreement.

Section 15. If the Board determines, in accordance with Article XII.C of the Statute,^[1] that there has been any non-compliance with this Agreement, the Board shall call upon the State concerned to remedy forthwith such non-compliance and shall make such reports as may be appropriate. In the event of failure by such State to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its responsibility under Section 3 to apply safeguards for such time as the Board determines the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any other measures prescribed in Article XII.C of the Statute.

The Agency shall promptly notify the Parties in the event of any determination by the Board pursuant to this Section.

ARTICLE III

Agency Inspectors

Section 16. Agency inspectors performing functions pursuant to this Agreement shall be governed by paragraphs 1 through 7 and 9, 10, 12 and 14 of the Inspectors Document and by paragraph 41 of the Safeguards Document. The provisions of paragraph 8 of the Inspectors Document shall be applicable with respect to the performance of functions by Agency inspectors in Portugal pursuant to this Agreement. Whenever the United States avails itself of the provisions of Section 12(a) with respect to any material listed in the inventory pursuant to Section 6(b), it is understood that, with respect to the right of access of Agency inspectors within the United States of America, the requirements of paragraph 9 of the Inspectors Document shall be satisfied by affording Agency inspectors access at all times to the substituted materials.

Section 17. Portugal shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency^[2] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act^[3] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

¹ TIAS 3873; 8 UST 1107.

² 374 UNTS 147.

³ 59 Stat. 669; 22 U.S.C. § 288 note.

ARTICLE IV**Use of Information by the Agency**

Section 19. 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, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Portugal or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

ARTICLE V**Finance**

Section 20. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Portugal nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

ARTICLE VI**Settlement of Disputes**

Section 21. 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 so designated shall elect 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 the second arbitrator, the third arbitrator has not been elected; or
- (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 elect 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 the third of the first three arbitrators, the Chairman or the fifth arbitrator has not been elected.

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure 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 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. 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]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, 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

The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by 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. "Party" shall mean the Agency, Portugal or the United States.

Section 24. The terms "the Agency's safeguards system" and "Agency safeguards" refer to the procedures for safeguarding reactors

¹ TS 993; 59 Stat. 1059.

with less than 100 megawatts thermal output, the related nuclear materials and small research and development facilities, as set forth in the Safeguards Document (INFCIRC/26, approved by the Board on 31 January 1961) and, with respect to Agency inspectors, the Inspectors Document (GC(V)/INF/39, Annex, placed in effect by the Board on 29 June 1961). In the event the Agency modifies those documents or the scope of the system, the Parties may agree to apply any or all such modifications for purposes of this Agreement.

ARTICLE VIII

Amendment, Entry into Force and Duration

Section 25. Upon the request of any Party there shall be consultations among them concerning the amendment of this Agreement.

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Portugal and of the United States, on the date on which the Agency accepts the initial inventory provided for in Section 6.¹

Section 27. This Agreement shall remain in force until 13 July 1969 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

¹ Dec. 15, 1965.

ACCORD ENTRE L'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE, LE GOUVERNEMENT DU PORTUGAL ET LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE POUR L'APPLICATION DE GARANTIES

ATTENDU que le Gouvernement des Etats-Unis d'Amérique (ci-après dénommé "les Etats-Unis") et le Gouvernement du Portugal (ci-après dénommé "le Portugal") coopèrent pour l'utilisation de l'énergie atomique à des fins civiles en vertu de l'Accord de coopération du 21 juillet 1955, modifié le 7 juin 1957, le 11 juin 1960, le 28 mai 1962 et le 11 août 1964 (ci-après dénommé "l'Accord de coopération"), qui dispose que les matériel, dispositifs et matières mis à la disposition du Portugal par les Etats-Unis doivent être utilisés exclusivement à des fins pacifiques, et prévoit des garanties à cette fin;

ATTENDU que l'Accord de coopération fait apparaître que les deux Gouvernements reconnaissent, l'un et l'autre, que la conclusion d'arrangements serait souhaitable en vue de confier le plus tôt possible à l'Agence internationale de l'énergie atomique (ci-après dénommée "l'Agence") l'administration desdites garanties;

ATTENDU que l'Agence est maintenant, de par son Statut et de par les décisions du Conseil des gouverneurs de l'Agence, en mesure d'appliquer des garanties à des matières, équipement et installations conformément aux dispositions concernant l'application des garanties de l'Agence énoncées dans le Document relatif aux garanties et dans le Document relatif aux inspecteurs;

ATTENDU que les deux Gouvernements ont réaffirmé leur désir que les matériel, dispositifs et matières que les Etats-Unis fournissent en vertu de l'Accord de coopération ou qui sont obtenus grâce à ces matériel, dispositifs et matières, ou auxquels des garanties sont autrement applicables conformément audit Accord, ne soient pas utilisés à des fins militaires ou qu'ils ont demandé à l'Agence d'appliquer des garanties aux matières, équipement et installations visés par le présent Accord, dans la mesure où l'Agence a pris les dispositions voulues pour le faire;

ATTENDU que le Conseil des gouverneurs de l'Agence a donné une suite favorable à cette demande le 11 septembre 1964;

EN CONSEQUENCE, les deux Gouvernements et l'Agence sont convenus de ce qui suit:

ARTICLE PREMIER**Utilisation des matières, dispositifs et installations à des fins pacifiques**

1. Le Portugal s'engage, par le présent Accord et pendant la durée de validité de celui-ci, à n'utiliser de manière à servir à des fins militaires aucun des matières, équipement et installations énumérés dans l'inventaire concernant le Portugal, qui est prévu aux paragraphes 1 et 2 de l'annexe.

2. Les Etats-Unis s'engagent, par le présent Accord et pendant la durée de validité de celui-ci, à n'utiliser de manière à servir à des fins militaires aucun des produits fissiles spéciaux énumérés dans l'inventaire concernant les Etats-Unis, qui est prévu au paragraphe 3 de l'annexe.

3. L'Agence accepte, par le présent Accord, d'appliquer des garanties, conformément aux dispositions dudit Accord et pendant la durée de validité de celui-ci, aux matières, équipement et installations, tant qu'ils figurent dans les inventaires prévus à l'annexe, pour s'assurer qu'ils ne seront pas utilisés de manière à servir à des fins militaires, avec la réserve qu'il n'y a pas lieu d'appliquer de garanties:

- a) Aux matières nucléaires, à moins que la quantité de matières NP du type considéré sur le territoire de l'Etat, y compris celles énumérées dans l'inventaire prévu à l'annexe, ne dépassent:
 - i) 10 tonnes dans le cas de l'uranium naturel ou de l'uranium appauvri ayant une teneur en uranium-235 d'au moins 0,5 %;
 - ii) 20 tonnes dans le cas de l'uranium appauvri ayant une teneur en uranium-235 inférieure à 0,5 %;
 - iii) 20 tonnes dans le cas du thorium;
 - iv) 200 grammes dans le cas de produits fissiles spéciaux: plutoniu, uranium-233 ou uranium pleinement enrichi, ou l'équivalent dans le cas de l'uranium partiellement enrichi;
- b) Aux réacteurs que le Portugal désigne et pour lesquels l'Agence établit que, en marche continue, la puissance maximum calculée est inférieure à trois mégawatts thermiques, pourvu que la puissance totale des réacteurs ainsi désignés par le Portugal conformément au présent Accord et à tous les autres accords prévoyant l'application de garanties par l'Agence sur le territoire du Portugal ne dépasse pas six mégawatts thermiques;
- c) Aux mines, matériel d'extraction et installations de préparation des minéraux.

4. Le Portugal et les Etats-Unis s'engagent à faciliter l'application de ces garanties et à collaborer avec l'Agence et entre eux à cette fin.

5. Les Etats-Unis acceptent que le droit d'appliquer des garanties aux matériel, dispositifs et matières visés par l'Accord de coopération, qu'ils détiennent en vertu de l'article VI dudit Accord, soit suspendu en ce qui concerne les matières, équipement et installations qui figurent alors dans l'inventaire concernant le Portugal prévu dans l'annexe. Il est entendu que le présent Accord ne modifie en rien les autres droits et obligations mutuels du Portugal et des Etats-Unis en vertu

de l'article VI et d'autres dispositions de l'Accord de coopération, notamment les droits et obligations découlant du paragraphe B de l'article VII. Si le Conseil établit, conformément à l'alinéa a) du paragraphe 15 du présent Accord ou autrement, que l'Agence n'est pas en mesure d'appliquer des garanties à une matière, un équipement ou une installation, l'article en cause est rayé dudit inventaire jusqu'à ce que le Conseil constate que l'Agence est en mesure de lui appliquer des garanties.

ARTICLE II

Application des garanties de l'Agence

6. Les deux Gouvernements établissent et communiquent à l'Agence l'inventaire initial de toutes matières, de tout équipement et de toute installation qui relèvent de la juridiction du Portugal et sont soumis à l'Accord de coopération, et qui entrent dans le cadre du système de garanties de l'Agence. Lors de l'entrée en vigueur du présent Accord, l'Agence commence à appliquer des garanties à ces matières, équipement et installations. Le Portugal et les Etats-Unis, conjointement, notifient ensuite à l'Agence:

- a) Tout transfert des Etats-Unis au Portugal, conformément à leur Accord de coopération, de matières, d'équipement ou d'installations qui entrent dans le cadre du système de garanties de l'Agence;
- b) Tout transfert du Portugal aux Etats-Unis d'un produit fissile spécial quelconque figurant dans l'inventaire conformément au paragraphe 8.

Ces matières, équipement et installations sont inscrits dans l'inventaire pertinent prévu à l'annexe dans les trente jours qui suivent la réception de la notification par l'Agence et deviennent alors passibles des garanties de l'Agence, sauf si l'Agence avise les deux Gouvernements qu'elle n'est pas en mesure de leur appliquer des garanties.

7. La notification par les deux Gouvernements prévue au paragraphe 6 est normalement envoyée à l'Agence deux semaines au plus tard après l'arrivée des matières, de l'équipement ou de l'installation dans le pays destinataire, sauf en ce qui concerne les envois d'uranium naturel, d'uranium appauvri ou de thorium en quantités n'excédant pas une tonne, lesquels ne sont pas soumis à notification dans le délai de deux semaines, mais sont notifiés à l'Agence tous les trimestres. La notification indique la nature, la forme et la quantité de la matière ou le type et la capacité de l'équipement ou de l'installation dont il s'agit, la date d'envoi et la date de réception, l'identité du destinataire et tous autres renseignements pertinents. Les deux Gouvernements s'engagent aussi à notifier à l'Agence, aussitôt que possible, leur intention de transférer de grandes quantités de matières nucléaires ou des installations ou équipement importants. En outre, la Partie intéressée communique à l'Agence, sur sa demande, les renseigne-

ments nécessaires à l'application de garanties concernant les plans des installations énumérées dans l'inventaire prévu à l'alinéa a) du paragraphe 1 et au paragraphe 2 de l'annexe.

8. Le Portugal notifie à l'Agence, par des rapports réguliers relatifs aux garanties, la quantité de tout produit fissile spécial obtenu, pendant la période considérée, dans ou avec les matières, équipement ou installations énumérés dans la partie principale de l'inventaire concernant le Portugal, qui est prévu à l'annexe. A la réception par l'Agence de la notification, lesdits produits sont inscrits dans l'inventaire, étant entendu que tout produit ainsi obtenu est considéré comme inscrit et, par conséquent, soumis aux garanties de l'Agence à partir du moment où il est obtenu. L'Agence peut vérifier le calcul des quantités de ces produits; le cas échéant, l'inventaire prévu à l'annexe est rectifié d'un commun accord par les Parties intéressées. En attendant l'accord définitif des Parties intéressées, les calculs de l'Agence feront foi.

9. Le Portugal et les Etats-Unis notifient conjointement à l'Agence le renvoi aux Etats-Unis de toutes matières, tout équipement ou toutes installations énumérés dans l'inventaire concernant le Portugal, qui est prévu à l'annexe. Après leur réception aux Etats-Unis:

- a) Les matières décrites à l'alinéa b) du paragraphe 6 sont transférées de l'inventaire concernant le Portugal à l'inventaire concernant les Etats-Unis;
- b) Les autres matières, équipement ou installations sont rayés de l'inventaire prévu à l'annexe.

10. Le Portugal et les Etats-Unis notifient conjointement à l'Agence tout transfert de matières, équipement ou installations énumérés dans l'inventaire prévu à l'annexe, à un destinataire qui ne relève ni de la juridiction du Portugal ni de celle des Etats-Unis. Après cette notification, ces matières, équipement ou installations sont rayés de l'inventaire à condition que

- a) Des garanties de l'Agence continuent de s'appliquer à ces matières, équipement ou installations, ou que
- b) D'autres garanties, compatibles dans leur ensemble avec les garanties de l'Agence et acceptables pour le Portugal et les Etats-Unis, soient appliquées à ces matières, équipement ou installations, sous réserve que, dans le cas des matières figurant dans l'inventaire conformément à l'alinéa b) du paragraphe 6 et au paragraphe 8, ces autres garanties soient également acceptables pour l'Agence.

11. Les notifications par les deux Gouvernements prévues aux paragraphes 9 et 10 sont envoyées à l'Agence deux semaines au moins avant le transfert des matières, de l'équipement ou de l'installation. Pour le reste, ces notifications seront conformes aux prescriptions du paragraphe 7.

12. Les garanties appliquées par l'Agence à des matières nucléaires en vertu du présent Accord sont suspendues lorsque ces matières sont transférées à un autre Etat ou groupe d'Etats ou à une organisation internationale aux seules fins de transformation, de traitement après irradiation ou d'essais, en vertu d'un accord approuvé par l'Agence, dans le cadre de l'Accord de coopération, ou transférées, en vertu d'un arrangement approuvé par l'Agence, dans une installation du territoire du Portugal ou du territoire des Etats-Unis à laquelle des garanties ne sont pas appliquées, sous réserve que:

- a) L'accord ou l'arrangement stipule qu'à une date fixée d'un commun accord et compte dûment tenu des pertes en cours de traitement, une quantité de matières nucléaires du même type et non soumises aux garanties (ci-après dénommées "matières substituées"), qui soit au moins égale à la quantité de matières transférées, soit placée sous les garanties de l'Agence;
- b) Des quantités de matières ainsi transférées ne dépassent à aucun moment:
 - i) 10 tonnes dans le cas de l'uranium naturel ou de l'uranium appauvri ayant une teneur en uranium-235 d'au moins 0,5%;
 - ii) 20 tonnes dans le cas de l'uranium appauvri ayant une teneur en uranium-235 inférieure à 0,5%;
 - iii) 20 tonnes dans le cas du thorium;
 - iv) 1 000 grammes dans le cas de produits fissiles spéciaux: plutonium, uranium-233 ou uranium pleinement enrichi, ou l'équivalent dans le cas de l'uranium partiellement enrichi.

Dans le cas des matières énumérées dans l'inventaire conformément à l'alinéa b) du paragraphe 6, l'Agence s'engage à donner toutes approbations nécessaires pour permettre la suspension des garanties sur le territoire des Etats-Unis.

13. Dans le cas d'une substitution de matières conformément au paragraphe 12, la matière substituée est inscrite, à la date de la substitution, dans l'inventaire prévu à l'annexe, à la place du produit initial. Les garanties suspendues en application du paragraphe 12 le restent aussi longtemps que les matières substituées demeurent soumises aux garanties de l'Agence ou aussi longtemps que les quantités de matières qui n'ont fait l'objet d'aucune substitution ne dépassent pas les limites spécifiées à l'alinéa b) du paragraphe 12. Si le produit obtenu initial est de nouveau placé sous le système de garanties établi par le présent Accord, il est inscrit dans l'inventaire prévu à l'annexe, à la place de la matière substituée.

14. Les garanties devant être appliquées par l'Agence sont celles qui sont spécifiées à la partie V du Document relatif aux garanties, avec la réserve que la notification des transferts s'effectue conformément aux dispositions énoncées dans le présent Accord.

15. Si, conformément au paragraphe C de l'Article XII du Statut, le Conseil constate l'existence d'une violation du présent Accord, il enjoint à l'Etat intéressé de mettre immédiatement fin à cette violation et établit, le cas échéant, les rapports pertinents à ce sujet. Dans le cas où l'Etat ne prend pas, dans un délai raisonnable, toutes mesures propres à mettre fin à cette violation:

- a) L'Agence est libérée de l'obligation, contractée en vertu du paragraphe 3, d'appliquer des garanties pendant toute la période pour laquelle le Conseil estime qu'elle n'est pas en mesure d'appliquer effectivement les garanties prévues dans le présent Accord;
- b) Le Conseil peut prendre toute autre mesure prescrite au paragraphe C de l'Article XII du Statut.

L'Agence avise immédiatement les Parties lorsque le Conseil fait une constatation conformément au présent paragraphe.

ARTICLE III

Inspecteurs de l'Agence

16. Les inspecteurs de l'Agence exerçant des fonctions en vertu du présent Accord sont soumis aux dispositions des paragraphes 1 à 7, 9, 10, 12 et 14 du Document relatif aux inspecteurs ainsi qu'à celles du paragraphe 41 du Document relatif aux garanties. Les dispositions du paragraphe 8 du Document relatif aux inspecteurs s'appliquent aux inspecteurs de l'Agence lorsqu'ils exercent des fonctions en vertu du présent Accord sur le territoire du Portugal. Toutes les fois que les Etats-Unis se prévalent des dispositions de l'alinéa a) du paragraphe 12 ci-dessus pour toute matière énumérée dans l'inventaire conformément à l'alinéa b) du paragraphe 6, il est entendu que sur le territoire des Etats-Unis, pour que soient respectées les dispositions du paragraphe 9 du Document relatif aux inspecteurs, les inspecteurs de l'Agence ont, à tout moment, accès aux matières substituées.

17. Le Portugal applique les dispositions de l'Accord sur les priviléges et immunités de l'Agence aux inspecteurs de l'Agence exerçant des fonctions en vertu du présent Accord et à tous les biens de l'Agence utilisés par eux.

18. Les dispositions de l'International Organizations Immunities Act des Etats-Unis s'appliquent aux inspecteurs de l'Agence exerçant des fonctions aux Etats-Unis en vertu du présent Accord et à tous les biens de l'Agence utilisés par eux.

ARTICLE IV

Utilisation des renseignements par l'Agence

19. Sauf consentement du Gouvernement de l'Etat intéressé, l'Agence s'abstient de publier, ou de communiquer à un Etat, à une organisation ou à une personne ne faisant pas partie de son personnel, des renseignements obtenus en vertu du présent Accord, autres que des renseignements succincts sur les inventaires prévus à l'annexe. Des détails précis concernant l'application de garanties aux programmes d'énergie nucléaire du Portugal ou des Etats-Unis peuvent être communiqués au Conseil et aux membres intéressés du personnel de l'Agence dans la mesure où ils sont nécessaires à l'Agence pour qu'elle s'acquitte des obligations relatives aux garanties qui lui incombent en vertu du présent Accord.

ARTICLE V

Dispositions financières

20. En ce qui concerne l'exécution du présent Accord, toutes les dépenses encourues par l'Agence, par ses inspecteurs ou autres fonctionnaires, ou sur leur demande ou leur ordre écrits, sont à la charge de l'Agence; le Portugal et les Etats-Unis ne sont tenus de payer aucun frais pour l'équipement, les locaux et les moyens de transport fournis en application des dispositions du paragraphe 6 du Document relatif aux inspecteurs.

ARTICLE VI

Règlement des différends

21. Tout différend portant sur l'interprétation ou l'application du présent Accord, qui n'est pas réglé par voie de négociation ou par un autre moyen agréé par les Parties intéressées, est soumis, à la demande de l'une des Parties, à un tribunal d'arbitrage composé comme suit:

- a) Si le différend n'oppose que deux des Parties au présent Accord et que les trois Parties reconnaissent que la troisième n'est pas en cause, chacune des deux premières désigne un arbitre et les deux arbitres ainsi désignés élisent un troisième arbitre qui préside le tribunal. Si l'une des Parties n'a pas désigné d'arbitre dans les trente jours qui suivent la demande d'arbitrage, l'une des Parties au différend peut demander au Président de la Cour internationale de Justice de nommer un arbitre. La même procédure est appliquée si le troisième arbitre n'est pas élu dans les trente jours qui suivent la désignation ou la nomination du deuxième;
- b) Si le différend met en cause les trois Parties au présent Accord, chaque Partie désigne un arbitre et les trois arbitres ainsi désignés élisent à l'unanimité un quatrième arbitre,

qui préside le tribunal, et un cinquième arbitre. Si dans les trente jours qui suivent la demande d'arbitrage, toutes les Parties n'ont pas désigné chacune un arbitre, l'une des Parties peut demander au Président de la Cour internationale de Justice de nommer le nombre voulu d'arbitres. La même procédure est appliquée si le Président ou le cinquième arbitre n'est pas élu dans les trente jours qui suivent la désignation ou la nomination du troisième des trois premiers arbitres.

Le quorum est constitué par la majorité des membres du tribunal d'arbitrage; toutes les décisions sont prises à la majorité. La procédure d'arbitrage est fixée par le tribunal. Si l'une des Parties en fait la demande et si cela est nécessaire pour que le présent Accord continue d'être effectivement appliqué, le tribunal d'arbitrage est habilité à prendre des décisions et ordonnances provisoires en attendant la décision définitive sur tout différend, sauf en ce qui concerne les questions visées au paragraphe 22. Toutes les Parties doivent se conformer à la décision finale ainsi qu'aux ordonnances et décisions provisoires du tribunal, y compris toutes décisions relatives à sa constitution, à la procédure, à la compétence et à la répartition des frais d'arbitrage entre les Parties, et elles sont tenues de les exécuter. La rémunération des arbitres est déterminée sur la même base que celle des juges de la Cour internationale de Justice nommés dans des conditions spéciales, dont il est question au paragraphe 4 de l'Article 32 du Statut de la Cour.

22. Les décisions du Conseil constatant que l'Agence n'est pas en mesure d'appliquer des garanties ou concernant toute violation du présent Accord, prises en vertu des paragraphes 6 ou 15, sont, si elles en disposent ainsi, immédiatement appliquées par les Parties en attendant la conclusion de toute consultation, négociation ou de tout arbitrage dont le différend peut ou a pu faire l'objet.

ARTICLE VII

Système de garanties de l'Agence et définitions

23. Les expressions "application de garanties", "Conseil", "uranium appauvri", "Directeur général", "matière nucléaire", "matière NP", "réacteur", "produit fissile spécial" et "Statut", utilisées dans le présent Accord et dans l'annexe à celui-ci, ont le même sens que dans le document relatif aux garanties. L'expression "matière substituée" désigne la matière décrite à l'alinéa a) du paragraphe 12. Aux fins des alinéas a) iv) du paragraphe 3 et b) iv) du paragraphe 12, il faut entendre par quantités "équivalentes" de produits fissiles spéciaux les quantités déterminées à l'aide de l'équation figurant à l'appendice du Document relatif aux garanties; les quantités équivalentes de plutonium et d'uranium-233 sont les mêmes que pour l'uranium entièrement enrichi. Le mot "Partie" désigne l'Agence, le Portugal ou les Etats-Unis.

24. Les expressions "système de garanties de l'Agence" et "garanties de l'Agence" signifient les dispositions régissant les garanties applicables aux réacteurs d'une puissance thermique inférieure à 100 mégawatts, aux matières nucléaires utilisées ou obtenues dans ces réacteurs et aux petites installations de recherche et installations pilotes, comme il est stipulé dans le Document relatif aux garanties (INFCIRC/26, approuvé par le Conseil le 31 janvier 1961), et, en ce qui concerne les inspecteurs de l'Agence, dans le Document relatif aux inspecteurs (GC(V)/INF/39, annexe, mis en application par le Conseil le 29 juin 1961). Si l'Agence apporte des modifications à ces documents ou au champ d'application du système, les Parties peuvent convenir de tenir compte, aux fins du présent Accord, de la totalité ou d'une partie desdites modifications.

ARTICLE VIII

Modification, entrée en vigueur et durée

25. Sur la demande de l'une d'entre elles, les Parties se consultent au sujet de toute modification du présent Accord.

26. Le présent Accord entre en vigueur, après avoir été signé par le Directeur général ou en son nom et par les représentants dûment habilités du Portugal et des Etats-Unis, à la date à laquelle l'Agence accepte l'inventaire initial prévu au paragraphe 6.

27. Le présent Accord restera en vigueur jusqu'au 13 juillet 1969, à moins que l'une des Parties ne le dénonce en donnant un préavis de six mois aux autres Parties ou qu'il n'y soit mis fin de toute autre manière mutuellement convenue.

DONE in Vienna, this 24th day of February 1965, in triplicate in English and French.

FAIT à Vienne, le 24 février 1965, en triple exemplaire, en langues française et anglaise.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Pour l'AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE:

SIGVARD EKLUND

For the GOVERNMENT OF PORTUGAL:

Pour le GOUVERNEMENT DU PORTUGAL:

MARCUS DE FONTES PEREIRA DE MELLO FONSECA

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Pour le GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE:

HENRY D. SMYTH

[SEAL]

A N N E X**MATERIALS, EQUIPMENT AND FACILITIES SUBJECT TO AGENCY
SAFEGUARDS**

Inventories, with respect to Portugal and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Portugal and to 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. The principal part of the inventory with respect to Portugal will consist of at least the following categories:
 - (a) Equipment and facilities transferred to Portugal;
 - (b) Material transferred to Portugal, and any substituted material;
 - (c) Special fissionable materials produced in Portugal, as specified in Section 8 of this Agreement, and any substituted material; and
 - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to Portugal will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Portugal the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

A N N E X E

MATIERES, EQUIPEMENT ET INSTALLATIONS SOUMIS AUX
GARANTIES DE L'AGENCE

L'Agence tient à jour, en ce qui concerne le Portugal et les Etats-Unis, des inventaires des matières, équipement et installations soumis aux garanties de l'Agence en vertu du présent Accord, sur la base des notifications, accords et constatations prévus à l'article II du présent Accord, et des rapports relatifs aux garanties présentés par les Gouvernements en application dudit Accord. Ces inventaires sont considérés comme faisant partie intégrante du présent Accord; l'Agence les communique régulièrement au Portugal et aux Etats-Unis tous les trois mois ainsi que dans les deux semaines qui suivent la réception d'une demande présentée spécialement à cet effet par l'un des Gouvernements.

1. La partie principale de l'inventaire concernant le Portugal comprend au moins les rubriques suivantes:

- a) Equipement et installations transférés au Portugal;
- b) Matières transférées au Portugal et toute matière substituée;
- c) Produits fissiles spéciaux obtenus sur le territoire du Portugal, comme prévu au paragraphe 8 du présent Accord, et toute matière substituée;
- d) Matières nucléaires utilisées ou récupérées dans les matières, équipement ou installations énumérés dans la partie principale dudit inventaire, et toute matière substituée.

2. La partie subsidiaire de l'inventaire concernant le Portugal contient tous autres équipement ou installations pendant qu'ils utilisent, transforment ou traitent l'une quelconque des matières énumérées dans la partie principale dudit inventaire.

3. L'inventaire concernant les Etats-Unis fait état de tout produit fissile spécial dont le transfert en provenance du Portugal a été notifié à l'Agence conformément à l'alinéa b) du paragraphe 6 du présent Accord, et de toute matière substituée.

KENYA

Extradition: Continued Application to Kenya of the United States-United Kingdom Treaty of December 22, 1931

*Agreement effected by exchange of notes
Dated at Nairobi May 14 and August 19, 1965;
Entered into force August 19, 1965.*

The Kenyan Ministry of External Affairs to the American Embassy

EXT. 273/0016

The Ministry of External Affairs of the Republic of Kenya presents its compliments to the Embassy of the United States of America and has the honour to refer to the following Agreement of a legal nature which was entered into originally between the United Kingdom and the United States of America, signed at the place and date specified below, and subsequently extended to the territory of Kenya prior to her Independence on 12th December 1963:

<u>Title</u>	<u>Place of Signature</u>	<u>Date of Signature</u>	<u>Extension to Kenya^[2]</u>
Extradition Treaty	London	22nd December 1931 ^[1]	By the British Government's Order-in-Council

The Ministry of External Affairs wishes to state that in the interest of continuity of treaty relations with the United States of America the Government of Kenya is willing to continue the application of the above Agreement to the territory of the Republic of Kenya beyond the two-year period stipulated in Kenya's Declaration to the United Nations Secretary-General on the devolution of pre-Independence treaty rights and obligations on Kenya (a copy enclosed),^[3] pending the negotiation of a new Agreement on this subject directly between the Government of Kenya and the United States.

An affirmative reply from the Government of the United States of America to the Kenya Government's proposals contained in this Note shall be regarded as constituting an Agreement between the two countries.

^[1] TS 849; 47 Stat. 2122.

^[2] Applicable to the territory of Kenya June 24, 1935.

^[3] Not printed.

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

NAIROBI.

14th May 1965.

THE EMBASSY OF THE UNITED
STATES OF AMERICA,
Nairobi.

The American Embassy to the Kenyan Ministry of External Affairs

No. 24

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of Kenya and has the honor to refer to the Ministry of External Affairs' note dated May 14, 1965, which proposes the continued application of the December 22, 1931 extradition treaty.

The Government of the United States confirms that the extradition treaty of December 22, 1931 shall continue in force between the United States and the Republic of Kenya, pending the negotiation of a new agreement on this subject directly between the Government of the United States and the Government of Kenya. Accordingly the note of May 14, 1965, from the Ministry of External Affairs of the Republic of Kenya and the present note shall constitute an agreement between the two governments on the subject.

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

J R R

EMBASSY OF THE UNITED STATES OF AMERICA,
Nairobi, August 19, 1965

ITALY

Trade: Exports of Cotton Velveteen Fabrics From Italy to the United States

Agreement amending the agreement of July 6, 1962.

Effectuated by exchange of notes

Dated at Washington November 16, 1965;

Entered into force November 16, 1965.

The Secretary of State to the Ambassador of Italy

The Secretary of State presents his compliments to His Excellency the Ambassador of Italy and has the honor to refer to recent conversations between representatives of the two Governments pertaining to the agreement of July 6, 1962, [¹] between the Government of the United States of America and the Government of Italy regarding exports of cotton velveteen from Italy to the United States.

The Government of the United States has carefully considered the request of the Government of Italy for an increase in the annual agreed quantity and is willing to accede to an increase of 5 percent in the limit of cotton velveteen fabric exports from Italy to the United States. Accordingly, it is proposed that the agreement of July 6, 1962, be amended so that the annual level shall be increased to a limit of 1,622,-250 square yards for calendar year 1965.

If acceptable to the Government of Italy, it is proposed that this note and the note in reply concurring therein shall constitute an amendment of the aforementioned agreement.

DEPARTMENT OF STATE,

Washington, November 16, 1965

¹ TIAS 5186, 5628; 13 UST 2201; 15 UST 1492.

The Ambassador of Italy to the Secretary of State

AMBASCIATA D'ITALIA
WASHINGTON, D.C.

The Ambassador of Italy presents his compliments to the Secretary of State and has the honor to refer to the Secretary's note of today's date, pertaining to the agreement of July 6th, 1962, between the Government of Italy and the Government of the United States of America regarding exports of velveteen from Italy to the United States.

Pursuant to instructions from his Government, the Ambassador informs the Secretary of State that the Government of Italy agrees to the proposed amendment of the above-mentioned agreement so that the annual limit of cotton velveteen fabrics exports from Italy to the United States shall be increased to 1,622,250 square yards, for calendar year 1965.

Accordingly, the Secretary's note and this note in reply constitute an amendment of the afore-mentioned agreement.

The Ambassador of Italy welcomes this opportunity to renew to the Secretary of State the assurance of his highest consideration.

WASHINGTON, D.C., November 16th, 1965

[SEAL]

THE DEPARTMENT OF STATE
Washington, D.C.

IRAN

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of November 16, 1964, as amended.

Effectuated by exchange of notes

Signed at Tehran October 13, 1965;

Entered into force October 13, 1965.

The American Ambassador to the Iranian Minister of Finance

No. 224

TEHRAN, October 13, 1965.

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed on November 16, 1964, as amended, [¹] and to propose that Article I of that Agreement be further amended by adding the commodity wheat for the supply period, United States Fiscal Year 1966, in the approximate maximum quantity of 100,000 metric tons, with a maximum export market value of \$5,778,000, increasing the ocean transportation (estimated) to \$3,986,-000 and increasing the total value to \$19,040,000.

It is understood that in agreeing that the delivery of commodities pursuant to this agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Imperial Government of Iran agrees it will, in addition to commodities programmed in the agreement, import with its own resources from free world sources, including the United States of America, during the United States Fiscal Year 1966, 150,000 metric tons of wheat and/or wheat flour on a grain equivalent basis.

It is proposed that this note and Your Excellency's reply concurring therein shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's note in reply.

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

ARMIN H. MEYER

His Excellency

JAMSHID AMUZEGAR,

Minister of Finance,
Tehran.

^¹ TIAS 5696, 5721, 5792; 15 UST 2140, 2327; ante, p. 662.

The Iranian Minister of Finance to the American Ambassador

تاریخ ۱۳۶۴ ۱۰ ۲۸
 شماره ۲۱۸۷۵
 پریست



جناب آقای سفیر کبیر

باکمال خوشوقتی با استحضار آنچنان بہرماندکه دولت
 شاهنشاهی ایران مفاد پادداشت شماره ۲۲۶ مونخ ۱۳ اکتبر ۱۹۶۵
 منوط پوافقنامه محصولات کشاورزی که در تاریخ ۱۶ نوامبر ۱۹۶۴
 بین دولتین ایران و آمریکا مسند شده است تا پید مینماید.

با تقدیم احترامات
 فرید اراضی دکتر جمنید آمزگار

جناب آقای آرمن هـ مایر
 سفیر کبیر آمریکا
 تهران — ایران

Translation

MINISTRY OF FINANCE
OFFICE OF THE MINISTER

No. 21574

MEHR 21, 1344
[OCTOBER 13, 1965]

EXCELLENCY:

I am very happy to inform Your Excellency that the Imperial Government of Iran approves the contents of note No. 224 dated October 13, 1965, concerning the Agricultural Commodities Agreement which was concluded on November 16, 1964, between the two Governments of Iran and America.

With assurances of my highest consideration,

Dr. JAMSHID AMUZEGAR
Minister of Finance

His Excellency

ARMIN H. MEYER,
*American Ambassador,
Tehran, Iran.*

KENYA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreement of December 7, 1964, as amended.

Effectuated by exchange of notes

Signed at Nairobi December 1, 1965;

Entered into force December 1, 1965.

The American Ambassador to the Kenyan Minister for Finance

No. 3

NAIROBI, December 1, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments of December 7, 1964, as amended, [¹] and to propose, in response to the request of the Government of Kenya and the Ministry of Finance on October 28, 1965, that:

Paragraph 1 of Article 1 be further amended by increasing corn for Supply Period, U.S. Fiscal Year 1966, to 100,000 metric tons with Maximum Export Value \$5,570,000, increasing Ocean Transportation (estimated) to \$1,718,000 and increasing the Total to \$10,800,000.

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

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

WILLIAM ATTWOOD

The Honorable

JAMES S. GICHURU,
Minister for Finance,
Nairobi.

¹ TIAS 5725, 5769, 5870; 15 UST 2348; ante, pp. 122, 1216.

The Kenyan Minister for Finance to the American Ambassador

P.O. Box 30007
Telephone: 24261-72
When replying please quote
Ref. No. CEN 248/04
and date

THE TREASURY
NAIROBI
KENYA

1ST DECEMBER, 1965.

EXCELLENCY:

I refer to your note No. 3 of 1st December, 1965 and inform you that the Government of Kenya accepts the proposal of the Government of the United States of America that the Agricultural Commodities Agreement between our two Governments signed on the 7th December, 1964, amended 15th February, 1965 and 1st September, 1965, be further amended on the terms set forth in your note.

Accept, Excellency the renewed assurances of my highest consideration.

J. S. GICHURU.

J. S. Gichuru
Minister for Finance

The Honourable WILLIAM ATTWOOD,
American Ambassador,
Nairobi.

FEDERAL REPUBLIC OF GERMANY

Double Taxation: Taxes on Income

Protocol modifying the convention of July 22, 1954.

Signed at Bonn September 17, 1965;

*Ratification advised by the Senate of the United States of America
October 22, 1965;*

Ratified by the President of the United States of America November 15, 1965;

Ratified by the Federal Republic of Germany December 27, 1965;

Ratifications exchanged at Bonn December 27, 1965;

*Proclaimed by the President of the United States of America
December 30, 1965;*

Entered into force December 27, 1965.

With memorandum of understanding

Signed at Bonn October 19, 1965.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a protocol modifying the convention of July 22, 1954, [¹] between the United States of America and the Federal Republic of Germany for the avoidance of double taxation with respect to taxes on income, was signed by the respective Plenipotentiaries of the Governments of those two countries at Bonn on September 17, 1965;

AND WHEREAS the text of the said protocol, in the English and German languages, is word for word as follows:

¹ TIAS 3133; 5 UST (pt. 3) 2768.

Protocol

modifying the Convention of July 22, 1954, between the United States of America and the Federal Republic of Germany for the Avoidance of Double Taxation with respect to Taxes on Income

THE UNITED STATES OF AMERICA
and

THE FEDERAL REPUBLIC OF GERMANY,

DESIRING to modify the Convention between the United States of America and the Federal Republic of Germany for the Avoidance of Double Taxation with respect to Taxes on Income, signed on July 22, 1954, and to extend it to certain other taxes, the Convention bearing the title

"Convention between the United States of America and the Federal Republic of Germany for the Avoidance of Double Taxation with respect to Taxes on Income and to certain other Taxes"

have agreed as follows:

Article 1

Article I of the Convention shall be deleted and replaced by the following:

"Article I

- (1) The taxes referred to in this Convention are:
- (a) In the case of the United States of America:
The Federal income taxes, including surtaxes
(hereinafter referred to as "United States tax");
 - (b) In the case of the Federal Republic of Germany:
The Einkommensteuer (income tax),
the Körperschaftsteuer (corporation tax),
the Gewerbesteuer (trade tax), and
the Vermögensteuer (capital tax)
(hereinafter referred to as "Federal Republic tax").

- (2) The present Convention shall also apply to any other tax of a substantially similar character which may be imposed by one of the contracting States after the date of signature of the present Convention.

(3) The provisions of the present Convention in respect to the taxation of profits shall likewise apply to the Federal Republic trade tax (Gewerbesteuer) computed on a basis other than profits or capital."

Article 2

Article II(1)(c) of the Convention shall be deleted and replaced by:

- "(c) (aa) The term "permanent establishment" means a fixed place of business in which the business of an enterprise of one of the contracting States is wholly or partly carried on.
- (bb) A permanent establishment shall include especially:
- a place of management;
 - a branch;
 - an office;
 - a store or other sales outlet;
 - a factory;
 - a workshop;
 - a mine, quarry or other place of extraction of natural resources;
 - a building site or construction or assembly project which exists for more than twelve months.
- (cc) Notwithstanding subparagraph (c) (aa) of this paragraph a permanent establishment shall be deemed not to include one or more of the following activities:
- the use of facilities for the purpose of storage, display or delivery of goods or merchandise belonging to the enterprise;
 - the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of storage, display or delivery;
 - the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of processing by another enterprise;
 - the maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the enterprise;
 - the maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research or for similar activities, if they have a preparatory or auxiliary character, for the enterprise.

- (dd) Even if an enterprise of one of the contracting States does not have a permanent establishment in the other State under subparagraph (c) (aa) to (cc) of this paragraph, nevertheless it shall be deemed to have a permanent establishment in the latter State if it is engaged in trade or business in that State through an agent who has an authority to conclude contracts in the name of the enterprise and regularly exercises that authority in that State, unless the exercise of authority is limited to the purchase of goods or merchandise for the account of the enterprise.
- (ee) An enterprise of one of the contracting States shall not be deemed to have a permanent establishment in the other State merely because it is engaged in trade or business in that other State through a broker, general commission agent or any other agent of an independent status, where such person is acting in the ordinary course of business.
- (ff) The fact that a resident or a corporation of one of the contracting States controls, is controlled by, or is under common control with, (i) a corporation of the other State or (ii) a corporation which engages in trade or business in that other State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether such resident or corporation has a permanent establishment in that other State."

Article 3

Article III of the Convention shall be deleted and replaced by the following:

"Article III

(1) Industrial or commercial profits of an enterprise of one of the contracting States shall be exempt from tax by the other State unless the enterprise is engaged in trade or business in such other State through a permanent establishment situated therein. If such enterprise is so engaged, tax may be imposed by such other State on the industrial or commercial profits of the enterprise but only on so much of them as are attributable to the permanent establishment or are derived from sources within such other State from sales of goods or merchandise of the same kind as those sold, or from other business transactions of the same kind as those effected, through the permanent establishment.

(2) Where an enterprise of one of the contracting States is engaged in trade or business in the other State through a permanent establishment situated therein, there shall be attributed to such permanent establishment the industrial or commercial profits which it might be expected to derive if it were an independent enterprise engaged in the same or similar activities under the same or similar

conditions and dealing at arm's length with the enterprise of which it is a permanent establishment. Where the enterprise, in addition to the profits derived through the permanent establishment, derives other profits of the kind referred to in paragraph (1), such other profits shall be treated as if they were derived through the permanent establishment.

(3) In determining the industrial or commercial profits of an enterprise of one of the contracting States which are taxable in the other State in accordance with paragraphs (1) and (2), there shall be allowed as deductions all expenses, wherever incurred, which are reasonably connected with the profits so taxable, including executive and general administrative expenses.

(4) No profits shall be deemed to be derived from sources within one of the contracting States by an enterprise of the other State merely by reason of the purchase of goods or merchandise by a permanent establishment of the enterprise, or by the enterprise itself, for the account of the enterprise.

(5) The term "industrial or commercial profits" means income derived by an enterprise from the active conduct of a trade or business, including income derived by an enterprise from the furnishing of services of employees or other personnel, but does not include income dealt with in Article VI paragraphs (1) to (6) (dividends), Article VII paragraphs (1) and (2) (interest), Article VIII paragraphs (1) to (3) (royalties), Article IX (income from real property and natural resources), Article IX A paragraphs (1), (2) and (4) (capital gains) and Article X (labor and personal services)."

Article 4

Article VI of the Convention shall be deleted and replaced by the following:

"Article VI

(1) Except as otherwise provided in this Article, United States tax on dividends received by a natural person resident in the Federal Republic or by a German company from a United States corporation shall not exceed 15 percent of the gross amount of the dividends.

(2) Except as otherwise provided in this Article, Federal Republic tax on dividends received by a resident or corporation or other entity of the United States from a German company shall not exceed 15 percent of the gross amount of the dividends.

(3) Notwithstanding paragraph (2) of this Article, Federal Republic tax on dividends received by a United States corporation or other entity from a German company at least 10 percent of the voting shares of which are owned directly by the former corporation or entity may exceed 15 percent but shall not exceed 25 percent of that portion of any dividend which, under paragraph (5) of this Article, is deemed reinvested. The foregoing provision shall apply

only if at the time the dividend is distributed the Federal Republic imposes a corporation tax on the distributed profits of the German company at a rate at least 20 percentage points lower than the corporation tax imposed upon its undistributed profits.

(4) The provisions of paragraph (3) of this Article shall apply, *mutatis mutandis*, to United States tax imposed on dividends received by a German company from a United States corporation.

(5) For purposes of paragraph (3) of this Article, if the United States corporation transfers money or other property directly or indirectly, to the German company as a loan or as an increase in the equity capital of the German company, or as any other form of investment in such company, and if the amount so transferred exceeds 7.5 percent of the dividends received by the United States corporation from the German company in the calendar year in which such transfer is made, then the entire amount transferred shall be deemed to be a reinvestment of dividends received from the German company

- (a) in the calendar year preceding the year in which the amount is transferred,
- (b) in the calendar year in which the amount is transferred, and
- (c) in the following calendar year,

in that order and to the extent of such dividends. With respect to dividends paid in any year there shall first be taken into account the amounts transferred in the preceding year to the extent that such amounts were deemed to be reinvestments and did not result in the imposition of tax under paragraph (3) of this Article on any prior dividend.

(6) Any reduction in withholding or refund of tax withheld on dividends to which paragraph (3) or paragraph (4) is applicable is subject to recapture if tax becomes due by reason of transfers that are deemed reinvestments under paragraph (5), the corporation receiving and that paying the dividend being jointly and severally liable for such recapture.

(7) The foregoing provisions shall not apply, if the recipient of the dividends has a permanent establishment in the United States, for the purposes of paragraphs (1) and (4), or in the Federal Republic, for the purposes of paragraphs (2) and (3), and the holding giving rise to the dividends is effectively connected with such permanent establishment.

(8) The term "dividends" shall include in the case of the Federal Republic, in addition to distributions by an "Aktiengesellschaft" (stock corporation), distributions with respect to shares in a "Gesellschaft mit beschränkter Haftung" (private limited company), in a "Kapitalanlagegesellschaft" (investment trust) or in a "Kommanditgesellschaft auf Aktien" (partnership limited by shares) and income derived from "Kuxe" (mining shares), from "Genusscheine" (profit participation certificates), or by a "stiller Gesellschafter" (sleeping partner) from his participation as such."

Article 5

Article VII of the Convention shall be deleted and replaced by the following:

"Article VII

(1) Interest on bonds, notes, debentures, securities or on any other form of indebtedness (including debts secured by mortgages or other encumbrances on real property) derived by a natural person resident in the Federal Republic or by a German company shall be exempt from tax by the United States.

(2) Interest on bonds, notes, debentures, securities or on any other form of indebtedness (including debts secured by mortgages or other encumbrances on real property) derived by a resident or corporation or other entity of the United States shall be exempt from tax by the Federal Republic.

(3) Paragraph (1) or paragraph (2) of this Article shall not apply if the recipient of the interest has a permanent establishment in the United States, for purposes of paragraph (1), or in the Federal Republic, for purposes of paragraph (2), and the debt-claim giving rise to the interest is effectively connected with such permanent establishment.

(4) Where, owing to a special relationship between the payer and the recipient or between both of them and some other person, the amount of the interest paid, having regard to the debt-claim for which it is paid, exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case the excess part of the payments shall remain taxable according to the law of each contracting State, due regard being had to the other provisions of this Convention."

Article 6

Article VIII of the Convention shall be deleted and replaced by the following:

"Article VIII

(1) Royalties derived by a natural person resident in the Federal Republic or by a German company shall be exempt from tax by the United States.

(2) Royalties derived by a resident or corporations or other entity of the United States shall be exempt from tax by the Federal Republic.

(3) The term "royalties", as used in this Article,

(a) means any royalties, rentals or other amounts paid as consideration for the use of, or the right to use, copyrights, artistic or scientific works (including motion picture films,

or films or tapes for radio or television broadcasting), patents, designs, plans, secret processes or formulae, trademarks, or other like property or rights, or for industrial, commercial or scientific equipment, or for knowledge, experience or skill (know-how) and

- (b) shall include gains derived from the alienation of any right or property giving rise to such royalties.

(4) Paragraph (1) or paragraph (2) of this Article shall not apply if the recipient of the royalties has a permanent establishment in the United States, for purposes of paragraph (1), or in the Federal Republic, for purposes of paragraph (2), and the right or property giving rise to the royalties is effectively connected with such permanent establishment.

(5) Where, owing to a special relationship between the payer and the recipient or between both of them and some other person, the amount of the royalties paid, having regard to the use, right or information for which they are paid, exceeds the amount which would have been agreed upon by the payer and the recipient in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the law of each contracting State, due regard being had to the other provisions of this Convention."

Article 7

Article IX of the Convention shall be deleted and replaced by the following:

"Article IX

(1) Income from real property situated in one of the contracting States and royalties in respect of the operation of mines, quarries or other natural resources located within that State, including gains derived from the alienation of items of the aforementioned property, may be taxed by that State.

(2) A natural person resident in the Federal Republic or a German company subject to tax in the United States, or a resident or corporation or other entity of the United States subject to tax in the Federal Republic, on any income mentioned in paragraph (1) of this Article may elect for any taxable year to compute tax on such income on a net basis at the tax rates that would apply to a resident or company of the contracting State in which the property is situated.

Article 8

The following new Article shall be inserted immediately after Article IX of the Convention:

"Article IX A

(1) Gain derived by a natural person resident in the Federal Republic or by a German company from the alienation of a capital

asset (other than gain from the alienation of property referred to in Article IX of this Convention) shall be exempt from tax by the United States.

(2) Gain derived by a resident or corporation or other entity of the United States from the alienation of a capital asset (other than gain from the alienation of property referred to in Article IX of this Convention) shall be exempt from tax by the Federal Republic.

(3) Paragraph (1) or paragraph (2) of this Article shall not apply if the person deriving the gain has a permanent establishment in the United States, for purposes of paragraph (1), or in the Federal Republic, for purposes of paragraph (2), and the gain is derived from the alienation of a capital asset which is effectively connected with such permanent establishment.

(4) Paragraph (1) of this Article shall not apply if:

- (a) the person deriving the gain is a natural person resident in the Federal Republic who is present in the United States for a period equal to or exceeding an aggregate of 183 days during the taxable year, and
- (b) the asset alienated was held by such person for six months or less."

Article 9

Article X of the Convention shall be deleted and replaced by the following:

"Article X

(1) Compensation for labor or personal services (including compensation derived from the practice of a liberal profession and the rendition of services as a director) performed outside the United States by a natural person resident in the Federal Republic shall be exempt from tax by the United States.

(2) Compensation for labor or personal services (including compensation derived from the practice of a liberal profession and the rendition of services as a director) performed in the United States by a natural person resident in the Federal Republic shall be exempt from tax by the United States if—

- (a) he is present in the United States for a period or periods not exceeding a total of 183 days during a taxable year,
- (b) such labor or personal services are performed as an employee of, or under contract with, a natural person resident in the Federal Republic or a German company, and such compensation is borne by such resident or company, and
- (c) such compensation is not borne by a permanent establishment which such resident or company has in the United States.

(3) Compensation for labor or personal services (including compensation derived from the practice of a liberal profession and the rendition of services as a director) performed outside the Federal Republic by a resident of the United States shall be exempt from tax by the Federal Republic.

(4) Compensation for labor or personal services (including compensation derived from the practice of a liberal profession and the rendition of services as a director) performed in the Federal Republic by a resident of the United States shall be exempt from tax by the Federal Republic if—

- (a) he is present in the Federal Republic for a period or periods not exceeding a total of 183 days during a taxable year,
- (b) such labor or personal services are performed as an employee of, or under contract with, a resident or corporation or other entity of the United States and such compensation is borne by such resident or corporation or other entity, and
- (c) such compensation is not borne by a permanent establishment which such resident or corporation or other entity has in the Federal Republic."

Article 10

Article XI of the Convention shall be deleted and replaced by the following:

"Article XI

(1) (a) Wages, salaries and similar compensation and pensions paid by the United States or by its states, territories or political subdivisions, to a natural person, other than a German citizen, shall be exempt from tax by the Federal Republic.

(b) Wages, salaries and similar compensation and pensions paid by the Federal Republic or by its Laender or by municipalities, or by a public pension fund thereof, to a natural person, other than a citizen of the United States and other than an individual who has been admitted to the United States for permanent residence therein, shall be exempt from tax by the United States.

(c) Pensions, annuities and other amounts paid by one of the contracting States or by a juridical person organized under the public laws of that State as compensation for an injury or damage sustained as a result of hostilities or political persecution shall be exempt from tax by the other State.

(d) For the purposes of this paragraph the term "pensions" shall be deemed to include annuities paid to a retired civilian government employee.

(2) Private pensions and private life annuities which are derived from sources within one of the contracting States and are paid to a natural person resident in the other State shall be exempt from taxation by the former State.

(3) The term "pensions", as used in this Article, means periodic payments made in consideration for services rendered or by way of compensation for injuries received.

(4) The term "life annuities", as used in this Article, means a stated sum payable periodically at stated times during life, or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration in money or money's worth."

Article 11

The following new Article shall be inserted immediately after Article XIV of the Convention:

"Article XIV A

With respect to taxes on capital, the following provisions shall apply:

- (1) Capital represented by property mentioned in Article IX may be taxed in the contracting State in which such property is situated.
- (2) Subject to the provisions of paragraph (3) below, capital represented by assets, other than property referred to in paragraph (1), which are effectively connected with a permanent establishment of an enterprise of one of the contracting States may be taxed in the State in which the permanent establishment is situated.
- (3) Ships and aircraft of an enterprise of one of the contracting States and assets, other than property referred to in paragraph (1), pertaining to the operation of such ships or aircraft shall be exempt from tax by the other State.
- (4)
 - (a) All other elements of capital of a natural person resident in the Federal Republic or of a German company shall be exempt from tax by the United States.
 - (b) All other elements of capital of a resident or corporation or other entity of the United States shall be exempt from tax by the Federal Republic."

Article 12

Article XV(1) of the Convention shall be deleted and replaced by the following:

"(1) It is agreed that double taxation shall be avoided in the following manner:

- (a) The United States, in determining United States tax in the case of its citizens, residents or corporations, may, regardless of any other provision of this Convention, include in the basis upon which such tax is imposed all items of income

taxable under the revenue laws of the United States as if this Convention had not come into effect. The United States shall, however, allow to a citizen, resident or corporation of the United States as a credit against United States tax the appropriate amount of Federal Republic tax paid, other than the Vermögensteuer (capital tax) and that portion of the Gewerbesteuer (trade tax) computed on a basis other than profits. Such appropriate amount shall be based upon the amount of Federal Republic tax paid but shall not exceed that portion of the United States tax which net income from sources within the Federal Republic bears to the entire net income. It is agreed, that, by virtue of the provisions of this Article, the Federal Republic satisfies the similar credit requirement of the Internal Revenue Code with respect to Federal Republic tax.

- (b) 1. Federal Republic tax shall be determined in the case of a natural person resident in the Federal Republic or of a German company as follows:
 - (aa) Unless the provisions of subparagraph (bb) below apply, there shall be excluded from the basis upon which Federal Republic tax is imposed, any item of income from sources within the United States or any item of capital situated within the United States which, according to this Convention, is not exempt from tax by the United States. The Federal Republic, however, retains the right to take into account in the determination of its rate of tax the items of income or capital so excluded. The first sentence shall, in the case of income from dividends, apply only to such dividends subject to tax under United States law as are paid to a German company limited by shares (Kapitalgesellschaft) by a United States corporation, at least 25 percent of the voting shares of which are owned directly by the first-mentioned company. There shall also be excluded from the basis, upon which Federal Republic tax is imposed any participation the dividends on which are excluded, or if paid would be excluded, from the tax basis according to the foregoing sentence.
 - (bb) United States tax payable under the laws of the United States and in accordance with this Convention on the following items of income shall be allowed as a credit against such Federal Republic tax on income as is payable in respect of the following items of income:
 - (i) dividends not dealt with in subparagraph (aa) above;

- (ii) wages, salaries, pensions and similar compensation paid by the United States or by its states, territories or political subdivisions, not being exempt from Federal Republic tax under Article XI, paragraph (1), subparagraph (a) of this Convention.

Such credit shall not exceed that portion of the Federal Republic tax which such items of income bear to the total amount of all items of income.

2. Where a natural person subject to unlimited tax liability in the Federal Republic is also a resident of the United States for purposes of United States tax or a citizen of the United States, subparagraph 1(aa) shall apply to those items of income from sources within the United States and those items of capital situated within the United States which, according to that subparagraph, are exempt from Federal Republic tax when received or owned by a natural person who is not a resident of the United States for the purposes of United States tax nor a citizen of the United States. All other items of income and capital shall be included in the basis upon which Federal Republic tax is imposed as if this Convention had not come into force. There shall, however, subject to paragraph 34c of the German Income Tax Act, as amended, be allowed as a credit against Federal Republic income tax the United States tax on such other income from sources within the United States."

Article 13

The following new Article shall be inserted immediately after Article XV of the Convention:

"Article XV A

(1) A German company or organization operated exclusively for religious, charitable, scientific, educational or public purposes shall be exempt from tax by the United States, if and to the extent that—

- (a) such company or organization is exempt from tax in the Federal Republic, and
- (b) such company or organization would be exempt from tax in the United States if it were organized, and carried on all its activities, in the United States.

(2) A United States corporation or organization operated exclusively for religious, charitable, scientific, educational or public purposes shall be exempt from tax by the Federal Republic, if and to the extent that—

- (a) such corporation or organization is exempt from tax in the United States, and
- (b) such corporation or organization would be exempt from tax in the Federal Republic if it were a German company or organization and carried on all its activities in the Federal Republic."

Article 14

Article XVI paragraph (1) of the Convention shall be deleted and replaced by:

"(1) The competent authorities of the contracting States shall exchange such information (being information available under the respective taxation laws of the contracting States) as is necessary for carrying out the provisions of the present Convention or for the prevention of fraud or the like in relation to the taxes which are the subject of the present Convention. Any information so exchanged shall be treated as secret but may be disclosed to persons (including a court or administrative body) concerned with assessment, collection, enforcement or prosecution in respect of taxes which are the subject of the present Convention. No information shall be exchanged which would disclose any trade, business, industrial or professional secret or any trade process."

Article 15

Article XVII of the Convention shall be deleted and replaced by the following:

"Article XVII"

(1) Where a taxpayer shows proof that the action of the tax authorities of the contracting States has resulted or will result in double taxation contrary to the provisions of the present Convention, he shall be entitled to present his case to the State of which he is a citizen or a resident, or, if the taxpayer is a company or a corporation of one of the contracting States, to that State. Should the taxpayer's claim be deemed worthy of consideration, the competent authority of the State to which the claim is made shall endeavor to come to an agreement with the competent authority of the other State with a view to avoidance of double taxation.

(2) The competent authorities of the contracting States may communicate with each other directly to implement the provisions of the present Convention. Should any difficulty or doubt arise as to the interpretation or application of the present Convention, or its relationship to conventions between one of the contracting States and any other state, the competent authorities shall endeavor to settle the question as quickly as possible by mutual agreement.

(3) In particular, the competent authorities of the contracting States may consult together to endeavor to agree

- (a) to the same attribution of industrial or commercial profits

- to an enterprise of one of the contracting States and to its permanent establishment situated in the other State,
- (b) to the same allocation of profits between related enterprises as provided for in Article IV, or
- (c) to the same determination of the source of particular items of income.

In the event that the competent authorities reach such an agreement taxes shall be imposed on such income, and refund or credit of taxes shall be allowed, by the contracting States in accordance with such agreement."

Article 16

This Protocol shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany has not delivered a contrary declaration to the Government of the United States of America within three months from the date of entry into force of this Protocol.

Article 17

(1) The present Protocol shall be ratified and the instruments of ratification shall be exchanged at Bonn as soon as possible.

(2) The present Protocol shall come into force on the date of the exchange of instruments of ratification; and the articles thereof shall have effect for taxable years beginning on or after the first day of January in the year in which such exchange takes place, except that

- (a) Article 4 shall have effect with respect to dividends paid on or after January 1, 1965, and paragraph (3) thereof shall apply to investments made on or after that date,
- (b) Article 6 shall have effect with respect to any payment made on or after January 1, 1963.

Article 18

(1) This Protocol shall form an integral part of the Convention of July 22, 1954, and shall continue in force as long as that Convention remains effective.

(2) The competent authorities of the contracting States are authorized to publish the text of the Convention, as modified by this Protocol, after this Protocol comes into force.

DONE at Bonn in four originals, two each in the English and German languages, all four texts being equally authentic, this seventeenth day of September, 1965.

For the
United States of America:

G... C. McGHEE

For the
Federal Republic of Germany:

CARSTENS

GRUND

Protokoll

zur Änderung des Abkommens vom 22. Juli 1954 zwischen
den Vereinigten Staaten von Amerika und der
Bundesrepublik Deutschland
zur Vermeidung der Doppelbesteuerung auf dem Gebiete
der Steuern vom Einkommen

Die Vereinigten Staaten von Amerika
und die
Bundesrepublik Deutschland,

IN DEM WUNSCHEN, das am 22. Juli 1954 unterzeichnete Abkommen
zwischen den Vereinigten Staaten von Amerika und der Bun-
desrepublik Deutschland zur Vermeidung der Doppelbesteuerung
auf dem Gebiete der Steuern vom Einkommen zu ändern, auf einige
andere Steuern auszudehnen und künftig als "Abkommen zwischen
den Vereinigten Staaten von Amerika und der Bundesrepublik
Deutschland zur Vermeidung der Doppelbesteuerung auf dem Gebiete
der Steuern vom Einkommen und einiger anderer Steuern" zu
bezeichnen, sind wie folgt übereingekommen:

Artikel 1

Artikel I des Abkommens wird gestrichen und durch folgenden
Wortlaut ersetzt:

"Artikel I"

- (1) Die Steuern, auf die sich dieses Abkommen bezieht, sind:
 - a) auf seiten der Vereinigten Staaten von Amerika:
die Bundeseinkommensteuern einschließlich der Zuschlags-
steuern (surtaxes)
(im folgenden als "Steuer der Vereinigten Staaten"
bezeichnet);
 - b) auf seiten der Bundesrepublik Deutschland:
die Einkommensteuer,
die Körperschaftsteuer,
die Gewerbesteuer und
die Vermögensteuer
(im folgenden als "Steuer der Bundesrepublik"
bezeichnet).
- (2) Das vorliegende Abkommen ist auch auf jede andere ihrem
Wesen nach ähnliche Steuer anzuwenden, die nach seiner Unter-
zeichnung von einem der Vertragstaaten erhoben wird.

(3) Die in diesem Abkommen enthaltenen Bestimmungen über die Besteuerung des Gewinns gelten auch für die in der Bundesrepublik erhobene, nicht nach dem Gewerbeertrag oder Gewerbekapital bemessene Gewerbesteuer."

Artikel 2

Artikel II Absatz 1 Buchstabe c des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

- "c) (aa) der Begriff "Betriebstätte" eine feste Geschäftseinrichtung, in der die Tätigkeit eines Unternehmens eines der Vertragstaaten ganz oder teilweise ausgeübt wird;
- (bb) der Begriff "Betriebstätte" umfaßt insbesondere:
 - einen Ort der Leitung,
 - eine Zweigniederlassung,
 - eine Geschäftsstelle,
 - ein Ladengeschäft oder eine andere Verkaufseinrichtung,
 - eine Fabrikationsstätte,
 - eine Werkstätte,
 - ein Bergwerk, einen Steinbruch oder eine andere Stätte der Ausbeutung von Bodenschätzen,
 - eine Bauausführung oder Montage, deren Dauer zwölf Monate überschreitet.
- (cc) Ungeachtet des Buchstabens c (aa) begründen eine oder mehrere der folgenden Tätigkeiten keine Betriebstätte:
 - das Benutzen von Einrichtungen zur Lagerung, Ausstellung oder Auslieferung von Gütern oder Waren des Unternehmens;
 - das Unterhalten von Beständen von Gütern oder Waren des Unternehmens zur Lagerung, Ausstellung oder Auslieferung;
 - das Unterhalten von Beständen von Gütern oder Waren des Unternehmens zu dem Zweck, sie durch ein anderes Unternehmen bearbeiten oder verarbeiten zu lassen;
 - das Unterhalten einer festen Geschäftseinrichtung zu dem Zweck, für das Unternehmen Güter oder Waren einzukaufen oder Informationen zu beschaffen;
 - das Unterhalten einer festen Geschäftseinrichtung zu dem Zweck, für das Unternehmen zu werben, Informationen zu erteilen, wissenschaftliche Forschung zu betreiben oder ähnliche Tätigkeiten auszuüben, die vorbereitender Art sind oder eine Hilfstätigkeit darstellen.
- (dd) Hat ein Unternehmen eines der Vertragstaaten in dem anderen Staat keine Betriebstätte im Sinne des Buchstabens c (aa) bis (cc), so wird es dennoch so behandelt, als

habe es in dem letztgenannten Staat eine Betriebstätte, wenn es in diesem Staat durch einen Vertreter gewerblich tätig ist, der eine Vollmacht besitzt, im Namen des Unternehmens Verträge abzuschließen, und diese Vollmacht in diesem Staat regelmäßig ausübt, es sei denn, daß sich die Ausübung der Vollmacht auf den Einkauf von Gütern oder Waren für das Unternehmen beschränkt.

- (ee) Ein Unternehmen eines der Vertragstaaten wird nicht schon deshalb so behandelt, als habe es eine Betriebstätte in dem anderen Staat, weil es dort seine gewerbliche Tätigkeit durch einen Makler, Kommissionär oder einen anderen unabhängigen Vertreter ausübt, sofern diese Person im Rahmen ihrer ordentlichen Geschäftstätigkeit handelt.
- (ff) Der Umstand, daß eine Person mit Wohnsitz in einem der Vertragstaaten oder eine Körperschaft eines der Vertragstaaten (i) eine Körperschaft des anderen Staates beherrscht, von ihr beherrscht wird oder mit ihr zusammen von einem Dritten beherrscht wird oder (ii) eine Körperschaft beherrscht, von ihr beherrscht wird oder mit ihr zusammen von einem Dritten beherrscht wird, die in dem anderen Staat (entweder durch eine Betriebstätte oder in anderer Weise) gewerblich tätig ist, wird bei der Feststellung, ob diese Person oder Körperschaft eine Betriebstätte in dem anderen Staat hat, nicht berücksichtigt."

Artikel 3

Artikel III des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel III

(1) Gewerbliche Gewinne eines Unternehmens eines der Vertragstaaten sind in dem anderen Staat steuerbefreit, es sei denn, daß das Unternehmen in dem anderen Staat durch eine dort gelegene Betriebstätte gewerblich tätig ist. Ist das Unternehmen auf diese Weise tätig, so kann der andere Staat die gewerblichen Gewinne des Unternehmens besteuern, jedoch nur insoweit, als sie der Betriebstätte zugerechnet werden können oder als sie aus Quellen innerhalb dieses anderen Staates durch den Verkauf von Gütern oder Waren der gleichen Art wie die von der Betriebstätte verkauften Güter oder Waren oder durch andere Geschäfte erzielt werden, die von gleicher Art sind wie die von der Betriebstätte getätigten Geschäfte.

(2) Ist ein Unternehmen eines der Vertragstaaten in dem anderen Staat durch eine dort gelegene Betriebstätte gewerblich tätig, so sind dieser Betriebstätte diejenigen Gewinne aus gewerblicher Tätigkeit zuzurechnen, die sie als selbständiges Unternehmen aus gleicher oder ähnlicher Tätigkeit unter denselben oder ähnlichen Bedingungen und unabhängig von dem Unternehmen, dessen Betriebstätte sie ist, hätte erzielen können. Erzielt das Unternehmen neben

den durch die Betriebstätte erzielten Gewinne andere Gewinne der in Absatz 1 bezeichneten Art, so werden diese anderen Gewinne so behandelt, als seien sie durch die Betriebstätte erzielt worden.

(3) Bei der Ermittlung der gewerblichen Gewinne eines Unternehmens eines der Vertragstaaten, die in dem anderen Staat nach den Absätzen 1 und 2 besteuert werden können, sind alle Aufwendungen einschließlich der Geschäftsführungs- und allgemeinen Verwaltungskosten zum Abzug zuzulassen, soweit sie in angemessener Weise mit den so zu besteuernden Gewinnen zusammenhängen, und zwar ohne Rücksicht darauf, wo diese Aufwendungen entstanden sind.

(4) Gewinne gelten nicht schon deshalb als aus Quellen innerhalb eines der Vertragstaaten von einem Unternehmen des anderen Staates erzielt, weil eine Betriebstätte des Unternehmens oder das Unternehmen selbst Güter oder Waren für Rechnung des Unternehmens einkauft.

(5) Der Begriff "gewerbliche Gewinne" bedeutet Einkünfte eines Unternehmens aus der aktiven Ausübung einer gewerblichen Tätigkeit und umfaßt auch die Einkünfte, die ein Unternehmen erzielt, indem es Dienstleistungen durch seine Angestellten oder andere Kräfte erbringen läßt; er umfaßt aber nicht die Einkünfte, die in Artikel VI Absätze 1 bis 6 (Dividenden), Artikel VII Absätze 1 und 2 (Zinsen), Artikel VIII Absätze 1 bis 3 (Lizenzgebühren), Artikel IX (Einkünfte aus unbeweglichem Vermögen und Bodenschätzchen), Artikel IX A Absätze 1, 2 und 4 (Veräußerungsgewinne) und Artikel X (Arbeit oder persönliche Dienste) behandelt sind."

Artikel 4

Artikel VI des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel VI

(1) Die Steuer der Vereinigten Staaten von Dividenden, die eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft von einer amerikanischen Körperschaft bezieht, darf, soweit dieser Artikel nichts anderes bestimmt, 15 vom Hundert des Bruttobetrags der Dividenden nicht übersteigen.

(2) Die Steuer der Bundesrepublik von Dividenden, die eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger von einer deutschen Gesellschaft bezieht, darf, soweit dieser Artikel nichts anderes bestimmt, 15 vom Hundert des Bruttobetrags der Dividenden nicht übersteigen.

(3) Ungeachtet des Absatzes 2 darf bei Dividenden, die eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtssträger von einer deutschen Gesellschaft bezieht, deren stimmberechtigte Anteile der erstgenannten Körperschaft oder dem erstgenannten

Rechtsträger zu mindestens 10 vom Hundert unmittelbar gehören, die Steuer der Bundesrepublik 15 vom Hundert, jedoch nicht 25 vom Hundert des Teiles der Dividenden übersteigen, der nach Absatz 5 als reinvestiert gilt. Der vorhergehende Satz ist nur anwendbar, wenn die Bundesrepublik im Zeitpunkt der Dividendenausschüttung eine Körperschaftsteuer von den ausgeschütteten Gewinnen der deutschen Gesellschaft zu einem Vomhundertsatz erhebt, der mindestens 20 Punkte niedriger ist als der Satz der Körperschaftsteuer für nicht-ausgeschüttete Gewinne.

(4) Absatz 3 gilt sinngemäß für die Steuer der Vereinigten Staaten von Dividenden, die eine deutsche Gesellschaft von einer amerikanischen Körperschaft bezieht.

(5) Führt die amerikanische Körperschaft der deutschen Gesellschaft unmittelbar oder mittelbar Geld oder andere Vermögenswerte als Darlehen oder zur Erhöhung des Gesellschaftskapitals oder in einer anderen Anlageform zu und übersteigt der auf diese Weise zugeführte Betrag 7.5 vom Hundert der Dividenden, die die amerikanische Körperschaft von der deutschen Gesellschaft in dem Kalenderjahr bezieht, in dem die Zuführung stattfindet, so gilt bis zur Höhe der Dividenden der gesamte zugeführte Betrag als im Sinne des Absatzes 3 aus den Dividenden reinvestiert, die die amerikanische Körperschaft von der deutschen Gesellschaft

- a) in dem der Zuführung vorausgehenden Kalenderjahr,
- b) in dem Kalenderjahr, in dem die Zuführung stattfindet, und
- c) im folgenden Kalenderjahr,

und zwar in dieser Reihenfolge, bezieht. Bei den in einem bestimmten Jahr gezahlten Dividenden sind zuerst die in dem vorangehenden Jahr zugeführten Beträge zu berücksichtigen, jedoch nur insoweit, als sie als reinvestiert gelten und als sie nicht schon bei früher ausgeschütteten Dividenden zu einer Besteuerung nach Absatz 3 geführt haben.

(6) Ermäßigungen oder Erstattungen der im Abzugsweg erhobenen Steuer von Dividenden, auf die Absatz 3 oder Absatz 4 Anwendung findet, unterliegen dem Vorbehalt, daß die nachgelassene oder erstattete Steuer nachzuzahlen ist, sofern sie auf Grund einer Zuführung, die als Reinvestition im Sinne des Absatzes 5 gilt, geschuldet wird; die die Dividenden beziehende Körperschaft und die ausschüttende Gesellschaft haften für die nachzuzahlende Steuer gesamtschuldnerisch.

(7) Die vorstehenden Bestimmungen sind nicht anzuwenden, wenn der Empfänger der Dividenden im Falle der Absätze 1 und 4 in den Vereinigten Staaten und im Falle der Absätze 2 und 3 in der Bundesrepublik eine Betriebstätte hat und die Beteiligung, für welche die Dividenden gezahlt werden, zu dieser Betriebstätte tatsächlich gehört.

(8) Der Begriff "Dividenden" umfaßt auf seiten der Bundesrepublik neben den Ausschüttungen einer Aktiengesellschaft auch Ausschüttungen auf Anteile an einer Gesellschaft mit beschränkter Haftung, an einer Kapitalanlagegesellschaft oder an einer Kommanditgesellschaft auf Aktien sowie Einkünfte aus Kuxen oder Genusscheinen oder Einkünfte eines stillen Gesellschafters aus seiner Beteiligung als stiller Gesellschafter."

Artikel 5

Artikel VII des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel VII"

(1) Zinsen aus Obligationen, Kassenscheinen, Schuldverschreibungen, Wertpapieren oder anderen Schuldverpflichtungen (einschließlich der durch Hypotheken oder andere Grundpfandrechte gesicherten Schulden), die eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft bezieht, sind in den Vereinigten Staaten steuerbefreit.

(2) Zinsen aus Obligationen, Kassenscheinen, Schuldverschreibungen, Wertpapieren oder anderen Schuldverpflichtungen (einschließlich der durch Hypotheken oder andere Grundpfandrechte gesicherten Schulden), die eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger bezieht, sind in der Bundesrepublik steuerbefreit.

(3) Die Absätze 1 und 2 sind nicht anzuwenden, wenn der Empfänger der Zinsen im Falle des Absatzes 1 in den Vereinigten Staaten und im Falle des Absatzes 2 in der Bundesrepublik eine Betriebstätte hat und die Forderung, für welche die Zinsen gezahlt werden, zu dieser Betriebstätte tatsächlich gehört.

(4) Bestehen zwischen Schuldner und Empfänger oder zwischen ihnen und einem Dritten besondere Beziehungen und übersteigen deshalb die gezahlten Zinsen, gemessen an der zugrundeliegenden Forderung, den Betrag, den Schuldner und Empfänger ohne diese Beziehungen vereinbart hätten, so wird dieser Artikel nur auf diesen letzten Betrag angewendet. In diesem Fall kann der übersteigende Betrag nach dem Recht jedes Vertragstaates und unter Berücksichtigung der anderen Bestimmungen dieses Abkommens besteuert werden."

Artikel 6

Artikel VIII des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel VIII"

(1) Lizenzgebühren, die eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft bezieht, sind in den Vereinigten Staaten steuerbefreit.

(2) Lizenzgebühren, die eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger bezieht, sind in der Bundesrepublik steuerbefreit.

(3) Der in diesem Artikel verwendete Begriff "Lizenzgebühren"

- a) bedeutet Lizenzgebühren, Mieten oder andere Beträge, die als Vergütung für die Benutzung oder das Recht auf Benutzung von Urheberrechten, künstlerischen oder wissenschaftlichen Werken (einschließlich kinematographischer Filme sowie Filme und Bänder für Rundfunk- oder Fernsehsendungen), von Patenten, Mustern, Plänen, geheimen Verfahren und Formeln, Warenzeichen sowie ähnlichen Vermögenswerten oder Rechten oder für gewerbliche und wissenschaftliche Ausrüstungen oder für Kenntnisse, Erfahrungen und Fertigkeiten (know-how) gezahlt werden, und
- b) umfaßt auch Gewinne aus der Veräußerung von Rechten oder Vermögenswerten, für die derartige Lizenzgebühren gezahlt werden.

(4) Die Absätze 1 und 2 sind nicht anzuwenden, wenn der Empfänger der Lizenzgebühren im Falle des Absatzes 1 in den Vereinigten Staaten und im Falle des Absatzes 2 in der Bundesrepublik eine Betriebstätte hat und die Rechte oder Vermögenswerte, für welche die Lizenzgebühren gezahlt werden, zu dieser Betriebstätte tatsächlich gehören.

(5) Bestehen zwischen Schuldner und Empfänger oder zwischen ihnen und einem Dritten besondere Beziehungen und übersteigen deshalb die gezahlten Lizenzgebühren, gemessen an der zugrundeliegenden Leistung, den Betrag, den Schuldner und Empfänger ohne diese Beziehungen vereinbart hätten, so wird dieser Artikel nur auf diesen letzten Betrag angewendet. In diesem Fall kann der übersteigende Betrag nach dem Recht jedes Vertragstaates und unter Berücksichtigung der anderen Bestimmungen dieses Abkommens besteuert werden."

Artikel 7

Artikel IX des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel IX

(1) Einkünfte aus unbeweglichem Vermögen, das in einem der Vertragstaaten liegt, sowie die Vergütungen für die Ausbeutung von Bergwerken, Steinbrüchen oder anderen Bodenschätzen, die in diesem Staat liegen, einschließlich der Gewinne aus der Veräußerung der vorstehend genannten Vermögenswerte, können in diesem Staat besteuert werden.

(2) Eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft, die mit den in Absatz 1 genannten

Einkünften in den Vereinigten Staaten steuerpflichtig sind, sowie eine Person mit Wohnsitz in den Vereinigten Staaten, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger, die mit den in Absatz 1 genannten Einkünften in der Bundesrepublik steuerpflichtig sind, können für jedes Steuerjahr verlangen, daß die Steuer von diesen Einkünften nach dem Nettoergebnis berechnet wird, und zwar zu den Steuersätzen, die bei einer Person mit Wohnsitz in dem Vertragstaat, in dem das Vermögen gelegen ist, oder bei einer Gesellschaft dieses Vertragstaates anzuwenden wären."

Artikel 8

Nach Artikel IX des Abkommens wird folgender neuer Artikel eingefügt:

"Artikel IX A

(1) Gewinne, die eine natürliche Person mit Wohnsitz in der Bundesrepublik oder eine deutsche Gesellschaft aus der Veräußerung von Vermögenswerten (mit Ausnahme der Gewinne aus der Veräußerung von Vermögen, das in Artikel IX dieses Abkommens bezeichnet ist) bezieht, sind in den Vereinigten Staaten steuerbefreit.

(2) Gewinne, die eine in den Vereinigten Staaten ansässige Person, eine amerikanische Körperschaft oder ein anderer amerikanischer Rechtsträger aus der Veräußerung von Vermögenswerten (mit Ausnahme der Gewinne aus der Veräußerung von Vermögen, das in Artikel IX dieses Abkommens bezeichnet ist) bezieht, sind in der Bundesrepublik steuerbefreit.

(3) Die Absätze 1 und 2 sind nicht anzuwenden, wenn die Person, die den Veräußerungsgewinn bezieht, im Falle des Absatzes 1 in den Vereinigten Staaten und im Falle des Absatzes 2 in der Bundesrepublik eine Betriebstätte hat und der Gewinn aus der Veräußerung eines Vermögenswertes bezogen wird, der zu dieser Betriebstätte tatsächlich gehört.

(4) Absatz 1 ist nicht anzuwenden, wenn

- a) der Veräußerungsgewinn von einer natürlichen Person mit Wohnsitz in der Bundesrepublik bezogen wird, die sich in den Vereinigten Staaten insgesamt mindestens 183 Tage während des Steuerjahres aufhält, und
- b) der veräußerte Vermögenswert nicht länger als sechs Monate im Eigentum dieser Person stand."

Artikel 9

Artikel X des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel X

(1) Vergütungen für Arbeit oder persönliche Dienste (einschließlich der Vergütungen für die Ausübung eines freien Berufes und der

Tätigkeit als Aufsichtsratmitglied), die eine natürliche Person mit Wohnsitz in der Bundesrepublik außerhalb der Vereinigten Staaten leistet, sind in den Vereinigten Staaten steuerbefreit.

(2) Vergütungen für Arbeit oder persönliche Dienste (einschließlich der Vergütungen für die Ausübung eines freien Berufes und der Tätigkeit als Aufsichtsratmitglied), die eine natürliche Person mit Wohnsitz in der Bundesrepublik in den Vereinigten Staaten leistet, sind in den Vereinigten Staaten steuerbefreit, wenn

- a) die Person sich in den Vereinigten Staaten insgesamt nicht länger als 183 Tage während eines Steuerjahres aufhält,
- b) die Arbeit oder persönlichen Dienste auf Grund eines Arbeitsverhältnisses oder eines Vertrages mit einer natürlichen Person mit Wohnsitz in der Bundesrepublik oder mit einer deutschen Gesellschaft geleistet werden und die Vergütung von dieser Person oder Gesellschaft getragen wird und
- c) die Vergütung nicht von einer Betriebstätte getragen wird, die diese Person oder Gesellschaft in den Vereinigten Staaten hat.

(3) Vergütungen für Arbeit oder persönliche Dienste (einschließlich der Vergütungen für die Ausübung eines freien Berufes und der Tätigkeit als Aufsichtsratmitglied), die eine Person mit Wohnsitz in den Vereinigten Staaten außerhalb der Bundesrepublik leistet, sind in der Bundesrepublik steuerbefreit.

(4) Vergütungen für Arbeit oder persönliche Dienste (einschließlich der Vergütungen für die Ausübung eines freien Berufes und der Tätigkeit als Aufsichtsratmitglied), die eine Person mit Wohnsitz in den Vereinigten Staaten in der Bundesrepublik leistet, sind in der Bundesrepublik steuerbefreit, wenn

- a) die Person sich in der Bundesrepublik insgesamt nicht länger als 183 Tage während eines Steuerjahres aufhält,
- b) die Arbeit oder persönlichen Dienste auf Grund eines Arbeitsverhältnisses oder eines Vertrages mit einer Person mit Wohnsitz in den Vereinigten Staaten oder mit einer amerikanischen Körperschaft oder einem anderen amerikanischen Rechtsträger geleistet werden und die Vergütung von dieser Person oder Körperschaft oder diesem anderen Rechtsträger getragen wird und
- c) die Vergütung nicht von einer Betriebstätte getragen wird, die diese Person oder Körperschaft oder dieser andere Rechtsträger in der Bundesrepublik hat."

Artikel 10

Artikel XI des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel XI"

- (1) a) Löhne, Gehälter und ähnliche Vergütungen sowie Ruhegehäuser, die die Vereinigten Staaten, ihre Staaten, Territorien oder Gebietskörperschaften an natürliche Personen außer deutschen Staatsangehörigen zahlen, sind in der Bundesrepublik steuerbefreit.
- b) Löhne, Gehälter und ähnliche Vergütungen sowie Ruhegehäuser, die die Bundesrepublik, die Länder, Gemeinden oder eine ihrer öffentlich-rechtlichen Rentenanstalten an natürliche Personen außer Staatsangehörigen der Vereinigten Staaten und außer natürlichen Personen, denen die Einreise in die Vereinigten Staaten zur Gründung eines ständigen Wohnsitzes gestattet worden ist, zahlen, sind in den Vereinigten Staaten steuerbefreit.
- c) Ruhegehälter, Renten und andere Beträge, die einer der Vertragstaaten oder eine juristische Person des öffentlichen Rechts dieses Staates als Vergütung für einen Schaden zahlt, der als Folge von Kriegshandlungen oder politischer Verfolgung entstanden ist, sind in dem anderen Staat steuerbefreit.
- d) Im Sinne dieses Absatzes umfaßt der Begriff "Ruhegehälter" auch Renten, die an im Ruhestand befindliche zivile Angehörige des öffentlichen Dienstes gezahlt werden.
- (2) Private Ruhegehälter und private Leibrenten, die eine natürliche Person mit Wohnsitz in einem der Vertragstaaten aus Quellen innerhalb des anderen Staates bezieht, sind in dem anderen Staat steuerbefreit.
- (3) Unter dem in diesem Artikel verwendeten Begriff "Ruhegehälter" sind regelmäßig wiederkehrende Vergütungen zu verstehen, die im Hinblick auf geleistete Dienste oder zum Ausgleich erlittener Personenschäden gezahlt werden.
- (4) Der in diesem Artikel verwendete Begriff "Leibrenten" bedeutet bestimmte Beträge, die regelmäßig an festen Terminen auf Lebenszeit oder während einer bestimmten Anzahl von Jahren auf Grund einer Verpflichtung zahlbar sind, die diese Zahlungen als Gegenleistung für eine in Geld oder Geldeswert erbrachte angemessene Leistung vorsieht."

Artikel 11

Nach Artikel XIV des Abkommens wird folgender neuer Artikel eingefügt:

"Artikel XIV A"

Für die Steuern vom Vermögen gilt folgendes:

- (1) Das in Artikel IX genannte Vermögen kann in dem Vertragstaat besteuert werden, in dem dieses Vermögen liegt.

- (2) Vorbehaltlich des Absatzes 3 kann Vermögen, das zu einer Betriebstätte eines Unternehmens eines der Vertragstaaten tatsächlich gehört, mit Ausnahme des in Absatz 1 bezeichneten Vermögens, in dem Staat besteuert werden, in dem die Betriebstätte gelegen ist.
- (3) Seeschiffe und Luftfahrzeuge eines Unternehmens eines der Vertragstaaten und das dem Betrieb dieser Seeschiffe oder Luftfahrzeuge dienende Vermögen, mit Ausnahme des in Absatz 1 bezeichneten Vermögens, sind in dem anderen Staat steuerbefreit.
- (4) a) Alle anderen Vermögensteile einer natürlichen Person mit Wohnsitz in der Bundesrepublik oder einer deutschen Gesellschaft sind in den Vereinigten Staaten steuerbefreit.
b) Alle anderen Vermögensteile einer Person mit Wohnsitz in den Vereinigten Staaten, einer amerikanischen Körperschaft oder eines anderen amerikanischen Rechtsträgers sind in der Bundesrepublik steuerbefreit."

Artikel 12

Artikel XV Absatz 1 des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

- "(1) Eine Doppelbesteuerung ist in der folgenden Weise zu vermeiden:
- a) Bei der Festsetzung der Steuer der Vereinigten Staaten dürfen die Vereinigten Staaten ungeachtet anderer Vorschriften dieses Abkommens bei ihren Staatsangehörigen, den Personen mit Wohnsitz in den Vereinigten Staaten und amerikanischen Körperschaften alle Einkommensteile, die nach den amerikanischen Steuergesetzen steuerpflichtig sind, so in die Bemessungsgrundlage dieser Steuer einbeziehen, als sei dieses Abkommen nicht anzuwenden. Die Vereinigten Staaten rechnen aber bei ihren Staatsangehörigen, Personen mit Wohnsitz in den Vereinigten Staaten und amerikanischen Körperschaften auf die Steuer der Vereinigten Staaten den Betrag der gezahlten Steuer der Bundesrepublik an, mit Ausnahme der Vermögensteuer und der nicht nach dem Gewerbeertrag bemessenen Gewerbesteuer. Der anzurechnende Betrag bemisst sich nach der Höhe der gezahlten Steuer der Bundesrepublik, darf aber den Teil der Steuer der Vereinigten Staaten nicht übersteigen, der dem Verhältnis der Einkünfte aus Quellen innerhalb der Bundesrepublik zu den gesamten Einkünften entspricht. Dabei besteht Einverständnis darüber, daß die Bundesrepublik auf Grund dieses Artikels in Bezug auf die Steuer der Bundesrepublik die im Internal Revenue Code geforderte Voraussetzung der Gegenseitigkeit (similar credit requirement) erfüllt.

- b) 1. Bei einer natürlichen Person mit Wohnsitz in der Bundesrepublik und einer deutschen Gesellschaft wird die Steuer der Bundesrepublik wie folgt festgesetzt:
- (aa) Von der Bemessungsgrundlage der Steuer der Bundesrepublik werden die Einkünfte aus Quellen innerhalb der Vereinigten Staaten und die innerhalb der Vereinigten Staaten gelegenen Vermögensteile ausgenommen, die nach diesem Abkommen in den Vereinigten Staaten nicht steuerbefreit sind, es sei denn, daß Buchstabe (bb) anzuwenden ist. Die Bundesrepublik behält aber das Recht, die auf diese Weise ausgenommenen Einkünfte und Vermögensteile bei der Festsetzung des Steuersatzes zu berücksichtigen. Bei Einkünften aus Dividenden ist Satz 1 jedoch nur auf die Dividenden anzuwenden, die nach dem Recht der Vereinigten Staaten steuerpflichtig sind und einer deutschen Kapitalgesellschaft von einer amerikanischen Körperschaft gezahlt werden, deren stimmberechtigte Anteile zu mindestens 25 vom Hundert der erstgenannten Gesellschaft unmittelbar gehören. Von der Bemessungsgrundlage der Steuer der Bundesrepublik werden ebenfalls Beteiligungen ausgenommen, deren Dividenden nach dem vorhergehenden Satz von der Steuerbemessungsgrundlage ausgenommen sind oder bei Zahlung auszunehmen wären.
- (bb) Die Steuer der Vereinigten Staaten, die nach den amerikanischen Gesetzen und in Übereinstimmung mit diesem Abkommen von den nachstehenden Einkünften zu entrichten ist, wird auf die Steuer der Bundesrepublik vom Einkommen angerechnet, die erhoben wird von
- i) den nicht unter Buchstabe (aa) fallenden Dividenden;
 - ii) den Löhnen, Gehältern, Ruhegehältern und ähnlichen Vergütungen, die die Vereinigten Staaten, ihre Staaten, Territorien oder Gebietskörperschaften zahlen und die nach Artikel XI Absatz 1 Buchstabe a von der Steuer der Bundesrepublik nicht befreit sind.

Der anzurechnende Betrag darf den Teil der Steuer der Bundesrepublik nicht übersteigen, der dem Verhältnis dieser Einkünfte zu dem Gesamtbetrag der Einkünfte entspricht.

2. Ist eine natürliche Person in der Bundesrepublik unbeschränkt steuerpflichtig und hat sie zugleich nach dem Steuerrecht der Vereinigten Staaten einen Wohnsitz in den Vereinigten Staaten oder ist sie ein amerikanischer Staatsangehöriger, so ist Nummer 1 Buchstabe (aa) auf diejenigen Einkünfte aus Quellen innerhalb der Vereinigten Staaten und diejenigen in den Vereinigten Staaten gelegenen Vermögensteile anzuwenden, die nach Nummer 1 Buchstabe (aa) in der Bundesrepublik dann steuerbefreit sind, wenn die natürliche Person, der die Einkünfte zufüßen oder der die Vermögensteile gehören, weder nach dem Steuerrecht der Vereinigten Staaten einen Wohnsitz in den Vereinigten Staaten hat noch amerikanischer Staatsangehöriger ist. Die anderen Einkünfte und Vermögensteile werden in die Bemessungsgrundlage der Steuer der Bundesrepublik einbezogen, als sei dieses Abkommen nicht anzuwenden. Die Steuer der Vereinigten Staaten von diesen anderen Einkünften aus Quellen innerhalb der Vereinigten Staaten wird aber nach § 34 c des deutschen Einkommensteuergesetzes in seiner jeweils gültigen Fassung auf die Einkommensteuer der Bundesrepublik angerechnet.”

Artikel 13

Nach Artikel XV des Abkommens wird folgender neuer Artikel eingefügt:

“Artikel XV A

(1) Eine deutsche Gesellschaft oder Organisation, die ausschließlich religiöse, mildtätige, wissenschaftliche, erzieherische oder öffentliche Zwecke verfolgt, ist in den Vereinigten Staaten steuerbefreit, wenn und soweit sie

- a) in der Bundesrepublik steuerbefreit ist und
- b) in den Vereinigten Staaten steuerbefreit wäre, sofern sie in den Vereinigten Staaten organisiert worden und ausschließlich dort tätig wäre.

(2) Eine amerikanische Körperschaft oder Organisation, die ausschließlich religiöse, mildtätige, wissenschaftliche, erzieherische oder öffentliche Zwecke verfolgt, ist in der Bundesrepublik steuerbefreit, wenn und soweit sie

- a) in den Vereinigten Staaten steuerbefreit ist und
- b) in der Bundesrepublik steuerbefreit wäre, sofern sie eine deutsche Gesellschaft oder Organisation wäre, die ausschließlich in der Bundesrepublik tätig ist.”

Artikel 14

Artikel XVI Absatz 1 des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

“(1) Die zuständigen Behörden der Vertragstaaten werden die Auskünfte austauschen, die nach den Steuergesetzen der beiden Ver-

tragstaaten bereitgestellt werden können und die notwendig sind für die Durchführung der Vorschriften dieses Abkommens oder für die Verhütung von Hinterziehungen und dergleichen bei den unter dieses Abkommen fallenden Steuern. Alle so ausgetauschten Auskünfte sind geheimzuhalten, dürfen aber den Personen (einschließlich Gerichten oder Verwaltungsbehörden) zugänglich gemacht werden, die sich mit der Veranlagung, Erhebung oder Einziehung der unter dieses Abkommen fallenden Steuern oder einer damit zusammenhängenden strafrechtlichen Verfolgung befassen. Auskünfte, die irgendein Handels-, Geschäfts-, gewerbliches oder Berufsgeheimnis oder ein Geschäftsverfahren offenbaren würden, dürfen nicht ausgetauscht werden."

Artikel 15

Artikel XVII des Abkommens wird gestrichen und durch folgenden Wortlaut ersetzt:

"Artikel XVII

(1) Weist ein Steuerpflichtiger nach, daß die Maßnahmen der Steuerbehörden der Vertragstaaten die Wirkung einer den Vorschriften dieses Abkommens widersprechenden Doppelbesteuerung haben oder haben werden, so kann er seinen Fall dem Staat, dem er angehört oder in dem er seinen Wohnsitz hat, oder, sofern es sich um eine Gesellschaft oder eine Körperschaft eines der Vertragstaaten handelt, diesem Staat unterbreiten. Werden die Einwendungen des Steuerpflichtigen als begründet erachtet, so wird die zuständige Behörde des angerufenen Staates anstreben, sich mit der zuständigen Behörde des anderen Staates über eine Vermeidung dieser Doppelbesteuerung zu verständigen.

(2) Die zuständigen Behörden der Vertragstaaten können zur Durchführung dieses Abkommens unmittelbar miteinander verkehren. Treten Schwierigkeiten oder Zweifel bei der Auslegung oder Anwendung dieses Abkommens oder hinsichtlich seines Verhältnisses zu Abkommen zwischen einem der Vertragsstaaten und anderen Staaten auf, so bemühen sich die zuständigen Behörden, die Frage möglichst schnell im Wege der Verständigung zu regeln.

(3) Insbesondere können die zuständigen Behörden der Vertragstaaten einander konsultieren, um durch Verständigung, wenn möglich, zu erreichen, daß

- a) die gewerblichen Gewinne einem Unternehmen eines der Vertragstaaten und einer in dem anderen Staat gelegenen Betriebstätte übereinstimmend zugerechnet werden,
- b) die Gewinne zwischen verbundenen Unternehmen nach Artikel IV übereinstimmend aufgeteilt werden oder
- c) die Quelle für bestimmte Einkünfte übereinstimmend festgelegt wird.

Erzielen die zuständigen Behörden eine solche Verständigung, so werden die Vertragstaaten die Steuern von diesen Einkünften entsprechend der Verständigung erheben, erstatten oder anrechnen."

Artikel 16

Dieses Protokoll gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Protokolls eine gegenseitige Erklärung abgibt.

Artikel 17

- (1) Dieses Protokoll bedarf der Ratifikation; die Ratifikationsurkunden sollen so bald wie möglich in Bonn ausgetauscht werden.
- (2) Dieses Protokoll tritt am Tage des Austausches der Ratifikationsurkunden in Kraft; es ist auf die Steuerjahre anzuwenden, die am oder nach dem ersten Januar des Jahres beginnen, in dem der Austausch der Ratifikationsurkunden stattfindet, jedoch mit der Ausnahme, daß
 - a) Artikel 4 auf die am oder nach dem 1. Januar 1965 gezahlten Dividenden und Absatz 3 dieses Artikels auf die am oder nach diesem Datum vorgenommenen Investitionen anzuwenden ist,
 - b) Artikel 6 auf alle am oder nach dem 1. Januar 1963 geleisteten Zahlungen anzuwenden ist.

Artikel 18

- (1) Dieses Protokoll ist Bestandteil des Abkommens vom 22. Juli 1954 und bleibt solange in Kraft, wie dieses Abkommen anzuwenden ist.
- (2) Die zuständigen Behörden der Vertragstaaten werden ermächtigt, nach Inkrafttreten dieses Protokolls das Abkommen in der durch dieses Protokoll geänderten Fassung zu veröffentlichen.

GESCHEHEN zu Bonn in vier Urschriften, je zwei in englischer und deutscher Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, am siebzehnten Tage des Monats September 1965.

Für die
Vereinigten Staaten von
Amerika:
G. . . C. McGHEE

Für die
Bundesrepublik Deutschland:
CARSTENS
GRUND

AND WHEREAS the Senate of the United States of America by their resolution of October 22, 1965, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the said protocol;

AND WHEREAS the said protocol was duly ratified by the President of the United States of America on November 15, 1965, in pursuance of the aforesaid advice and consent of the Senate, and the said protocol was duly ratified on the part of the Federal Republic of Germany;

AND WHEREAS the respective instruments of ratification of the said protocol were duly exchanged at Bonn on December 27, 1965;

AND WHEREAS it is provided in Article 17 of the said protocol that the protocol shall come into force on the date of the exchange of instruments of ratification;

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 protocol to the end that the said protocol and each and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this thirtieth day of December in the year of our Lord one thousand nine hundred sixty-five
[SEAL] and of the Independence of the United States of America the one hundred ninetieth.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

Secretary of State

MEMORANDUM OF UNDERSTANDING BETWEEN TAX DELEGATIONS OF GERMANY AND THE UNITED STATES CONCERNING THE PROTOCOL SIGNED SEPTEMBER 17, 1965, TO MODIFY THE INCOME TAX CONVENTION OF JULY 22, 1954

The representatives of the German Ministry of Finance and of the United States Treasury Department hereby agree that the Protocol modifying the Income Tax Convention of July 22, 1954, between Germany and the United States of America shall be applied in accordance with the following principles:

1. In the application of Article II of the Convention a hotel room or similar place temporarily occupied by officials of an enterprise exercising management functions shall not be interpreted to constitute "a place of management".
2. For purposes of determining whether a corporation that has received a dividend has made a reinvestment in the corporation paying the dividend so that paragraph (3) of Article VI of the Convention applies to the dividend deemed to have been reinvested, paragraph (5) of that Article shall be interpreted so that loans which do not constitute more than a temporary addition to the capital of the corporation paying the dividend, as for example trade credit extended in accordance with the general credit practices followed in the trade or business concerned, shall not be deemed to constitute reinvestments. The renewal or conversion into equity capital of loans outstanding as of December 31, 1964, other than those mentioned in the foregoing sentence, shall not be deemed to constitute a reinvestment.
3. The term "effectively connected" as used in Articles VI, VII and VIII of the Convention shall be so construed that items of income referred to in the respective Articles will be considered to be effectively connected with a permanent establishment if such items of income accrue to the recipient by virtue of assets (a) held by the permanent establishment or (b) held by the recipient specifically to promote the business activities of the permanent establishment, or if the activities of the permanent establishment are a material factor in realizing such items of income. As used in Article IX A of the Convention, the term "effectively connected" shall be so construed that gain to which the Article applies will be considered to be effectively connected with a permanent establishment if the gain is derived from the alienation of property (a) held by such permanent establishment or (b) held specifically to promote its business activities.
4. Both delegations agree that the amendment effected by Article 6 of the Protocol shall not influence the interpretation to be given to Article VIII of the Convention prior to the amendment.

5. The exemption of capital gains provided by Article IX A of the Convention is understood to apply to the sale, liquidation or other alienation of a "wesentliche Beteiligung" (substantial participation) in a company.

6. In the event that either the United States income tax or Federal Republic tax, as it applies to corporations, is substantially changed, or if experience in individual cases indicates that the application of Article VI leads to effects that are not in accordance with the basic principles underlying this Article, the competent authorities of the contracting States shall consult together for the purpose of ascertaining whether it is necessary to amend Article VI.

BONN, October 19, 1965

For the
United States Treasury
Department

ARTHUR F. BLASER JR.

For the
Ministry of Finance of the
Federal Republic of Germany

FALK

VERSTÄNDIGUNG DER DEUTSCHEN UND DER AMERIKANISCHEN VERHANDLUNGSDELEGATION ÜBER DAS AM 17. SEPTEMBER 1965 UNTERZEICHNETE PROTOKOLL ZUR ÄNDERUNG DES DOPPELBESTEUERUNGSAKOMMENS VOM 22. JULI 1954

Die Vertreter des deutschen Bundesfinanzministeriums und des amerikanischen Schatzamts verständigen sich darüber, dass das Protokoll zur Änderung des Doppelbesteuerungsabkommens vom 22. Juli 1954 zwischen Deutschland und den Vereinigten Staaten von Amerika nach folgenden Grundsätzen anzuwenden ist:

1. Bei der Anwendung des Artikels II des Abkommens gilt ein Hotelzimmer oder ein ähnlicher Raum, die vorübergehend von Personen benutzt werden, welche in einem Unternehmen leitende Funktionen ausüben, nicht als "Ort der Leitung".
2. Um festzustellen, ob eine Körperschaft, die eine Dividende bezogen hat, bei der ausschüttenden Körperschaft eine Reinvestition vorgenommen hat, die zur Anwendung von Artikel VI Absatz 3 des Abkommens auf die als reinvestiert geltende Dividende führt, ist Absatz 5 des genannten Artikels dahin auszulegen, dass Darlehen, die nicht mehr als eine nur vorübergehende Stärkung des Vermögens der ausschüttenden Körperschaft darstellen, wie zum Beispiel Lieferantenkredite, die entsprechend den allgemein branchenüblichen Zahlungsbedingungen gewährt werden, nicht als Reinvestitionen gelten. Die Verlängerung

von Darlehen, die am 31. Dezember 1964 noch ausstehen—mit Ausnahme der im vorhergehenden Satz erwähnten Darlehen—, oder ihre Umwandlung in Gesellschaftskapital gilt nicht als Reinvestition.

3. Die in den Artikeln VI, VII und VIII des Abkommens verwendeten Worte "tatsächlich gehört" sind dahin auszulegen, dass die in diesen Artikeln erwähnten Einkünfte dann zu einer Betriebstätte tatsächlich gehören, wenn sie der Empfänger durch Wirtschaftsgüter erzielt, die

(a) in der Betriebstätte gehalten werden oder
 (b) vom Empfänger zu dem Zweck gehalten werden, die Geschäftstätigkeit der Betriebstätte zu fördern oder

wenn die Tätigkeit der Betriebstätte wesentlich zur Erzielung dieser Einkünfte beigetragen hat. Die in Artikel IX A des Abkommens verwendeten Worte "tatsächlich gehört" sind dahin auszulegen, dass die unter diesen Artikel fallenden Gewinne dann zu einer Betriebstätte tatsächlich gehören, wenn sie aus der Veräußerung von Wirtschaftsgütern stammen, die

(a) in der Betriebstätte gehalten werden oder
 (b) zu dem Zweck gehalten werden, die Geschäftstätigkeit der Betriebstätte zu fördern.

4. Die beiden Delegationen sind sich darüber einig, dass die durch Artikel 6 des Protokolls herbeigeführte Änderung nicht die Auslegung beeinflusst, die vor der Änderung Artikel VIII des Abkommens zu geben ist.
5. Es besteht Einverständnis darüber, dass sich die in Artikel IX A des Abkommens vorgesehene Befreiung von Veräußerungsgewinnen auf den Verkauf, die Liquidierung oder sonstige Veräußerung einer wesentlichen Beteiligung an einer Gesellschaft erstreckt.
6. Wird entweder die Einkommensteuer der Vereinigten Staaten oder die Steuer der Bundesrepublik, wie sie für Körperschaften gilt, wesentlich geändert oder zeigt die Erfahrung in Einzelfällen, dass die Anwendung des Artikels VI zu Auswirkungen führt, die mit den Grundsätzen nicht in Einklang stehen, auf denen dieser Artikel beruht, so werden die zuständigen Behörden der Vertragsstaaten einander konsultieren, um festzustellen, ob eine Änderung des Artikels VI erforderlich ist.

BONN, den 19. Oktober 1965

Für das Schatzamt
der Vereinigten Staaten von
Amerika
ARTHUR F. BLASER Jr.

Für das Finanzministerium
der Bundesrepublik
Deutschland
FALK

PHILIPPINES

Exchange of Official Publications

Agreement amending the agreement of April 12 and June 7, 1948.

Effectuated by exchange of notes

Signed at Manila December 2 and 20, 1965;

Entered into force December 20, 1965.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

45642

MANILA, December 2, 1965

EXCELLENCY:

I have the honor to refer to the exchange of notes of April 12 and June 7, 1948, [¹] constituting an agreement between our two countries on the exchange of official publications and to propose that the said agreement be amended in such manner as will allow the exchange of materials, publications and maps between the Board of Technical Surveys and Maps of the Republic of the Philippines and the Department of State of the United States of America without coursing said materials, publications and maps through the Bureau of Public Libraries or the Smithsonian Institution, as prescribed in the aforesaid agreement, and further to provide as follows:

1. That the Board of Technical Surveys and Maps of the Republic of the Philippines will furnish the Department of State of the United States of America printed copies of materials, publications and maps it has available for exchange or for sale as may be selected by the Department of State;
2. That, in return, the Department of State will furnish the Board with materials, publications and maps of Technical Surveys and Maps it has available for exchange or for sale as may be selected by the Board;
3. That this exchange of materials, publications and maps shall continue for the duration of the agreement on exchange of publications mentioned above, as amended by the present exchange of notes;

¹TIAS 1767; 62 Stat. 2024.

4. That the publications and maps from the Board to be supplied to the Department of State shall be mailed directly to Coordinator for Maps, Department of State, Washington D.C., c/o American Embassy, Manila;
5. That the maps and publications from the Department of State to be supplied to the Board of Technical Surveys and Maps shall be mailed directly by the American Embassy in Manila to Vice-Chairman and Executive Director, Board of Technical Surveys and Maps, c/o Office of the President of the Philippines, Manila.

If the foregoing proposal is acceptable to Your Excellency's Government, I have further the honor to propose that this note and Your Excellency's confirmatory reply be considered as constituting an agreement between the Philippines and the United States on the matter, to enter into force on the date of Your Excellency's note in reply.

Accept, Excellency, the assurances of my highest consideration.

M MENDEZ

Mauro Mendez
Secretary of Foreign Affairs

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

*Ambassador Extraordinary and Plenipotentiary
of the United States of America
Manila*

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 491

EXCELLENCE:

I have the honor to refer to Your Excellency's note dated December 2, 1965, proposing an amendment to the agreement between our two Governments effected by the exchange of notes dated April 12 and June 7, 1948, regarding the exchange of official publications. Your Excellency's note proposes that the agreement be amended in such a manner as will allow the exchange of materials, publications and maps between the Board of Technical Surveys and Maps of the Republic of the Philippines and the Department of State of the United States of America without coursing said materials, publications and maps through the Bureau of Public Libraries or the Smithsonian Institution, as prescribed in the aforesaid agreement, and further to provide as follows:

1. That the Board of Technical Surveys and Maps of the Republic of the Philippines will furnish the Department of State of the United States of America printed copies of materials, publications and maps it has available for exchange or for sale as may be selected by the Department of State;
2. That, in return, the Department of State will furnish the Board with materials, publications and maps of Technical Surveys and Maps it has available for exchange or for sale as may be selected by the Board;
3. That this exchange of materials, publications and maps shall continue for the duration of the agreement on exchange of publications mentioned above, as amended by the present exchange of notes;
4. That the publications and maps from the Board to be supplied to the Department of State shall be mailed directly to Coordinator for Maps, Department of State, Washington D.C., c/o American Embassy, Manila;
5. That the maps and publications from the Department of State to be supplied to the Board of Technical Surveys and Maps shall be mailed directly by the American Embassy in Manila to Vice-Chairman and Executive Director, Board of Technical Surveys and Maps, c/o Office of the President of the Philippines, Manila.

I wish to inform Your Excellency that the foregoing amendment is acceptable to my Government, and that my Government agrees that Your Excellency's note together with this reply shall be regarded as constituting an agreement between our two Governments on this matter, to enter into force as of the date of this note.

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

WILLIAM McCORMICK BLAIR Jr.

EMBASSY OF THE UNITED STATES OF AMERICA,
Manila, December 20, 1965.

His Excellency,
MAURO MENDEZ,
Secretary of Foreign Affairs,
Manila.

FEDERAL REPUBLIC OF GERMANY

Defense: Support for German Armed Forces in the United States in Emergencies

Agreement signed at Bonn October 21, 1965, and at Washington December 18, 1965;

Entered into force December 18, 1965.

AGREEMENT

TO SUPPORT FRG PERSONNEL STATIONED IN THE UNITED STATES DURING EMERGENCIES

RECOGNIZING that in view of the close cooperation between the Governments of the United States and the Federal Republic of Germany in defense matters, certain elements of the German Armed Forces (Bundeswehr), members of its force, members of the civilian component, and the dependents, are from time to time stationed in the United States,

RECOGNIZING that the German Armed Forces do not operate or maintain support facilities in the United States, and

RECOGNIZING further the desirability of having certain administrative and house-keeping support provided to this Force and personnel when in the United States in connection with official duties during emergencies,

Now THEREFORE, the Government of the United States of America, represented by the Department of Defense, and the Government of the Federal Republic of Germany, represented by the Federal Minister of Defense, have agreed to the following terms and conditions as set forth below:

Article 1

Subject to continued statutory authorization, the Government of the United States will, in an emergency and at the request of the Government of the Federal Republic of Germany, furnish certain administrative and house-keeping support to the German Armed Forces (Bundeswehr), members of its force, members of the civilian component, and the dependents, when in the United States in connection with official duties. The Government of the United States will

furnish requested administrative and house-keeping support generally equivalent to that provided to comparable U.S. units and personnel, but will be under no obligation to furnish such support beyond that which its military forces are in a position to furnish within the scope of their resources and capabilities, and without detriment to their operations and activities. For the purpose of this agreement, the two Governments will mutually determine whether an emergency exists.

Article 2

Except where the U.S. provides such administrative and house-keeping support to the FRG at no cost under the NATO Status of Forces Agreement, [1] the Government of the FRG shall reimburse the Government of the U.S. for all expenses, including contract termination costs, incurred pursuant to this agreement. Reimbursement will be made in accordance with applicable U.S. regulations and procedures.

Article 3

The appropriate authorities of the two Governments shall conclude mutually acceptable arrangements specifying the exact nature and level of support to be rendered and the units and persons to be supported. These arrangements may be amended from time to time by agreement between those authorities.

Article 4

For the purposes of this agreement the appropriate authority for the FRG shall be the German Military Representative USA and Canada (GMR USA/CA), and the appropriate authority for the United States shall be the U.S. Military Department concerned.

Article 5

The definition of the terms, "Force", "civilian component", and "dependent", shall be as set forth in the "Agreement between the Parties to the North Atlantic Treaty regarding the Status of Forces (NATO Status of Forces Agreement)" signed on June 19, 1951 to which the Federal Republic of Germany acceded on July 1, 1963.

Article 6

This agreement shall come into force on signature of the two Governments. It shall remain in effect for the duration of the North Atlantic Treaty, [2] unless earlier terminated by six months written advance notification of termination by one Government to the other Government of its intention to do so.

¹ TIAS 2846; 4 UST 1792.

² TIAS 1964; 63 Stat. 2241.

Done at Bonn, this 21st day of October 1965
done at Washington, D.C. this 18th day of December, 1965
in duplicate in the English and German languages, both texts being
equally authentic.

Department of Defense

JOHN T. MCNAUGHTON

Der Bundesminister der
Verteidigung

by order

WIRMER

[SEAL] (Wirmer)
Ministerialdirektor

A B K O M M E N

BETREFFEND DIE VERSORGUNG VON IN DEN VEREINIGTEN STAATEN STATIONIERTEM PERSONAL DER BUNDES- REPUBLIK DEUTSCHLAND IM FALLE VON NOTSTÄNDEN.

IN ANBETRACHT DER TATSACHE, daß auf Grund der engen Zusammenarbeit zwischen den Regierungen der Vereinigten Staaten und der Bundesrepublik Deutschland auf dem Gebiet der Verteidigung bestimmte Teile der Bundeswehr, Mitglieder ihrer Truppe, Mitglieder des zivilen Gefolges und die Angehörigen, zeitweise in den Vereinigten Staaten stationiert sind,

IN ANBETRACHT DER TATSACHE, daß die Bundeswehr in den Vereinigten Staaten keine Versorgungseinrichtungen in Betrieb hat oder unterhält, und ferner

IN ANBETRACHT DER TATSACHE, daß es wünschenswert ist, der Bundeswehr und ihrem Personal, das sich zur Erfüllung dienstlicher Obliegenheiten in den Vereinigten Staaten aufhält, für die Dauer von Notständen administrative und wirtschaftliche Unterstützung in bestimmtem Umfang zu gewähren,

haben die Regierung der Vereinigten Staaten von Amerika, vertreten durch das Department of Defense, und die Regierung der Bundesrepublik Deutschland, vertreten durch den Bundesminister der Verteidigung, nachstehendes Übereinkommen mit den aufgeführten Bestimmungen und Bedingungen geschlossen:

Artikel 1

Vorbehaltlich des Fortbestehens der gesetzlichen Voraussetzungen wird die Regierung der Vereinigten Staaten bei einem Notstande und auf Ersuchen der Regierung der Bundesrepublik Deutschland der

Bundeswehr, den Mitgliedern ihrer Truppe, den Mitgliedern des zivilen Gefolges und den Angehörigen, soweit sich der genannte Personenkreis im Zusammenhang mit dienstlichen Obliegenheiten in den Vereinigten Staaten aufhält, in bestimmtem Umfang administrative und wirtschaftliche Unterstützung gewähren. Die Regierung der Vereinigten Staaten wird die geforderte administrative und wirtschaftliche Unterstützung in allgemein gleichwertigem Umfang wie für vergleichbare US-Einheiten und entsprechendes Personal gewähren. Sie wird jedoch nicht verpflichtet sein, solche Unterstützung über das Maß hinaus zu gewähren, zu dem ihre Streitkräfte im Rahmen ihrer Hilfsquellen und Möglichkeiten und ohne Beeinträchtigung ihrer eigenen Operationen und Vorhaben in der Lage sind. Im Sinne dieses Übereinkommens werden die beiden Regierungen im gegenseitigen Einvernehmen feststellen, ob ein Notstand vorliegt.

Artikel 2

Mit Ausnahme der Fälle, wo die Vereinigten Staaten der Bundesrepublik Deutschland die administrative und wirtschaftliche Unterstützung gemäß dem NATO-Truppenstatut kostenlos gewähren, wird die Regierung der Bundesrepublik Deutschland der Regierung der Vereinigten Staaten sämtliche Kosten einschließlich der sich aus der Vertragsbeendigung ergebenden Kosten erstatten, die ihr zufolge dieses Übereinkommens entstanden sind. Die Kostenerstattung wird gemäß den in Frage kommenden Bestimmungen und Verfahren der USA erfolgen.

Artikel 3

Die zuständigen Behörden beider Regierungen treffen in gegenseitigem Einvernehmen Abmachungen zur genauen Bestimmung von Art und Umfang der zu gewährenden Unterstützung und der zu unterstützenden Einheiten und Personen. Diese Abmachungen können von Zeit zu Zeit durch Vereinbarungen zwischen den genannten Behörden geändert werden.

Artikel 4

Im Sinne des vorliegenden Übereinkommens ist die zuständige Behörde auf Seiten der Bundesrepublik Deutschland der Deutsche Militärische Bevollmächtigte USA und Canada (DMBV USA/CA), auf Seiten der Vereinigten Staaten das jeweils betroffene Streitkräfteministerium.

Artikel 5

Die Definition der Begriffe "Truppe", "ziviles Gefolge" und "Angehöriger" richtet sich nach den Bestimmungen des "Abkommens zwischen den Vertragsparteien des Nordatlantikvertrages über die Rechtsstellung ihrer Streitkräfte (NATO-Truppenstatut)", unterzeichnet am 19. Juni 1951, dem die Bundesrepublik Deutschland am 1. Juli 1963 beigetreten ist.

Artikel 6

Dieses Übereinkommen tritt mit seiner Unterzeichnung durch die beiden Regierungen in Kraft. Es bleibt für die Dauer des Bestehens des Nordatlantikvertrages wirksam, sofern es nicht durch schriftliche Mitteilungen einer Regierung an die andere unter Einhaltung einer sechsmonatigen Kündigungsfrist früher beendet wird.

Geschehen zu Bonn, am 21. 10. 1965,
geschehen zu Washington, D.C., am December 18, 1965
in doppelter Ausfertigung in deutscher und englischer Sprache, wobei
beide Fassungen gleichermaßen verbindlich sind.

Der Bundesminister der
Verteidigung
Im Auftrag
WIRMER

[SEAL] (Wirmer)
Ministerialdirektor

Department of Defense
JOHN T. McNAUGHTON

GREECE

Agricultural Commodities

Agreement amending the agreement of October 22, 1962.

Effectuated by exchange of notes

Signed at Athens October 22 and 23, 1965;

Entered into force October 23, 1965;

Operative October 22, 1965.

The American Ambassador to the Greek Minister of Coordination

ATHENS, October 22, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments of October 22, 1962 [¹] and to propose that the Agreement be amended as follows:

In paragraph C(6) of Article II, substitute "within three and one-half years" for "within three years."

It is proposed that the Note and your reply concurring therein shall constitute an agreement between our two governments on this matter which shall enter into force on the date hereof.

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

PHILLIPS TALBOT

His Excellency

CONSTANTINE MITSOTAKIS,
Minister of Coordination,
Ministry of Coordination,
Athens.

¹ TIAS 5238; 13 UST 2660.

The Greek Minister of Coordination to the American Ambassador

MINISTER OF COORDINATION

Reg. No. 60904/DOS.1766

ATHENS, October 23, 1965.

DEAR MR. AMBASSADOR,

I have the honor to refer to your note of October 22, 1965 proposing certain amendments to the Agricultural Commodities' Agreement between our two Governments of October 22, 1962.

On behalf of the Government of Greece I accept these amendments and concur that this exchange of notes constitutes an agreement between our two Governments.

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

Sincerely yours,

C. MITSOTAKIS.

C. Mitsotakis

His Excellency,

PHILLIPS TALBOT,

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

PHILIPPINES

Military Bases in the Philippines: Relinquishment of Certain Base Lands Use by the United States of Certain Other Areas

*Agreement effected by exchange of notes
Signed at Manila December 22, 1965;
Entered into force December 22, 1965.*

The American Ambassador to the Republic of the Philippines

No. 501

I have the honor to refer to the Military Bases Agreement of 1947 [¹] between the United States of America and the Republic of the Philippines and to the Memorandum of Agreement signed by Ambassador Bohlen and Secretary Serrano on August 14, 1959, [²] concerning relinquishment by the United States to the Philippines of the use of certain base lands in the Philippines and the granting by the Philippines to the United States of the use of certain other areas, and to inform Your Excellency that the United States proposes the conclusion with the Government of the Philippines of an agreement on the terms set forth in the Annex to this note.

If the foregoing is acceptable to your Government, I have the honor to propose that this note with its Annex and your Excellency's reply indicating such acceptance shall constitute an agreement between our two Governments which will enter into force on the date of your Excellency's reply.

WILLIAM McCORMICK BLAIR, Jr.

Annex

Terms of Agreement
on Certain Base Lands

EMBASSY OF THE UNITED STATES OF AMERICA,
Manila, December 22, 1965.

¹ TIAS 1775; 61 Stat. (pt. 4) 4019.

² Not printed.

ANNEX

I

In implementation of the August 14, 1959 Memorandum of Agreement concerning base lands, signed by Foreign Secretary Serrano and United States Ambassador Bohlen, and in accordance with recent discussions between representatives of our two governments, the United States Government hereby relinquishes to the Philippine Government any and all rights to the use of the following military reservations and land areas, except as specified:

- A. Tawi-Tawi Naval Anchorage, Tawi-Tawi Bay, Tawi-Tawi Group, Sulu Archipelago.
- B. Angeles General Depot, Municipality of Angeles, Province of Pampanga, Luzon.
- C. Castillejos Coast Guard (No. 256) Loran Station, Municipality of Castillejos, Province of Zambales, Luzon.
- D. Silang Station, Site No. 1, Province of Cavite, Luzon.
- E. Baguio Naval Reservation, City of Baguio, Mountain Province, Luzon.
- F. Floridablanca Air Base, Province of Pampanga, Luzon, subject to such combined United States-Philippines operational use as may be mutually agreed upon in light of military requirements as determined by the armed forces of both countries.
- G. Puerto Princesa Army and Naval Air Base, Palawan, subject to such combined United States-Philippines operational use as may be mutually agreed upon in light of military requirements as determined by the armed forces of both countries.
- H. Tawi-Tawi Naval Base, Tawi-Tawi and Sibutu Groups, Sulu Archipelago.
- I. Leyte-Samar Naval Base, Samar, including shore installations and airbase.
- J. Aircraft service warning net, except for existing radar stations on active United States Bases at Clark Field-Fort Stotsenberg Military Reservation and at Camp Wallace Air Station.
- K. Aparri Naval Base, Municipality of Aparri, Province of Cagayan, subject to such combined United States-Philippines operational use as may be mutually agreed upon in light of military requirements as determined by the armed forces of both countries.
- L. Mactan Island Army and Navy Air Base, Mactan Island, Cebu, subject to such combined United States-Philippines operational use as has been mutually agreed upon, as hereinafter described in Section III,^[1] paragraph D, and such combined use as may be mutually agreed upon in the future in light of

¹ Corrected by Aide Memoire of Nov. 18, 1966 to read "Section IV."

military requirements as determined by the armed forces of both countries.

II

In further implementation of that memorandum, the United States Government hereby relinquishes to the Philippine Government any and all rights to the use of certain portions of the following military reservations, in accordance with the lines drawn on the attached numbered maps [¹] and in accordance with the provisos specified:

- A. Mariveles Military Reservation, Bataan, Luzon, excepting therefrom the Bataan POL Terminal at Kitang Point, Limay, Province of Bataan, as per Map No. 1, attached. National Highway 7 shall be excluded from the Terminal Area, and will be under Philippine exclusive jurisdiction, administration and control, subject to access road utility and pipeline easements. The United States, however, will be permitted to maintain in its present position the fencing located on both sides of Highway 7 approximately fifty feet from the center line of the roadway. The Philippine Government will have its Bureau of Highways inspect the fencing along Highway 7 within the Terminal area to ascertain if there are any sections of the fence which for safety or other valid reasons they desire to have removed to the prescribed 20 meter distance from the highway center line.

With respect to the quarry site on the Mariveles Military Reservation, the United States is granted the right to quarry pursuant to Article XXIV of the Military Bases Agreement of 1947 without further negotiation or permit, and with the understanding that the aforementioned quarry shall be used only for United States or Philippine Governmental purposes, and not for commercial purposes, in order to conserve quarry resources.

- B. Of Camp Wallace Air Station, San Fernando, La Union, certain portions (as indicated on Map No. 2, attached) including the area in the vicinity of Poro Piers and an area to include the light house, subject to the provisions of the development grant agreement dated December 6, 1960 between the Government of the United States of America and the Government of the Philippines and Shipside, Incorporated, and provided that:

1. The Philippines agrees that any contract which may be hereinafter concluded granting commercial development rights to areas referred to above will contain a clause permitting take-over by the Philippine Government in event of military necessity and that the United States would have the opportunity to use the area on a combined basis with the Philippines;
2. The Philippines undertakes that the use of areas returned to the Philippines will not interfere with the Aircraft Con-

¹ See footnote, *post*, p. 1923.

- trol and Warning Station operations and Voice of America operations of the United States; and that any construction contemplated thereon shall be the subject of prior engineering consultation between the two governments;
3. The Philippines agrees to provide to the United States and without cost to the United States the existing pipeline and right of way therefore from that portion of Camp Wallace retained through the area relinquished to Poro Pier No. 2, and on top of the north side of said pier out three hundred and fifty feet, said pipeline being identified by a ten-foot white band at the pier end of the pipe with the letters VOA on the band in black paint; and
 4. The Philippines grants to the United States the right to use any access road in an easterly direction from the boundary line of Camp Wallace.
- C. Talampulan Coast Guard Loran Station, Talampulan Island, Palawan, except the area indicated on Map No. 3, attached.
- D. Of the United States Naval Reservation, Subic Bay, Zambales, two parcels of land known as Manga Beach, and Makinaya Beach, with boundaries as shown and described on Map No. 4, attached.
- E. Tarumpitao Point (Loran Master Transmitter Station), Palawan, except the area indicated on Map No. 5, attached.
- F. Of Clark Air Force Base Military Reservation, three parcels of land designated as Zones E, F, and G, as described in Map No. 6, attached.

III

It is further agreed in accordance with the Memorandum of Agreement of August 14, 1959:

- A. That the Philippines will make available to the United States as integral parts of its military bases system:
 1. An area to the east of the United States Naval Base, Subic Bay, Zambales, to extend said base to include the Mt. Santa Rita Relay Station as indicated on Map No. 4, attached;
 2. Certain small areas on or adjacent to Sangley Point, Cavite, to be reclaimed, as indicated on Map No. 7, attached.
- B. That the Philippines will continue to make available for use by the United States in accordance with Article III of the Military Bases Agreement of 1947 a seadrome area and a water control area in the vicinity of Sangley Point, Cavite, as indicated on Map No. 7, attached.

IV

It is further agreed in accordance with the Memorandum of Agreement and subsequent discussions between representatives of both governments that the Philippines will continue to make available to the Armed Forces of the United States the following areas on a combined use basis:

- A. Nazasa Bay—Tabones Island impact area.
- B. Caballo Corregidor—practice mining area.
- C. Southwest Zambales—troop training area.
- D. The Philippine air base at Mactan Island, Cebu, in accordance with the existing understandings between the two governments to relieve congestion at other bases, and for other required operational uses under terms and conditions which may be mutually agreed upon by the armed forces of the two countries.

The use of the Philippine base at Mactan by the armed forces of the United States shall be covered by the relevant provisions of the Philippine-United States Military Bases Agreement.

V

It is further agreed that the five United States Coast Guard Loran Stations at the locations set forth below will be used, administered, and operated by the United States pending the readiness of the Philippines to take over, administer, and operate the entire Loran system in the Philippines:

- Batan Island, Batanes
Naulo Point, Santa Cruz, Zambales
Panay Island, Catanduanes
Talampulan Island, Palawan
Tarumpitao Point, Palawan

VI

With respect to the areas the use of which is hereby relinquished to it, the Government of the Philippines will hold the Government of the United States harmless against any claims which may arise from their use by others than the Government of the United States, except for those meritorious claims paid by the United States.

Attachments: [1]

- Map No. 1—Areas at Mariveles Military Reservation
Map No. 2—Areas at Camp Wallace
Map No. 3—Areas at Talampulan Coast Guard Loran Station
Map No. 4—Areas at Subic Bay Naval Base

¹ The seven large-scale maps are not reproduced herein, but are available for reference in the archives of the Department of State, where they are deposited with the original documents comprising this agreement.

Map No. 5—Areas at Tarumpitao Point Coast Guard Station

Map No. 6—Areas at Clark Air Base Military Reservation (Zones E, F, and G)

Map No. 7—Areas at Sangley Point Naval Station

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 46558

MANILA, December 22, 1965

EXCELLENCY:

I have the honor to refer to your Excellency's note No. 501 dated December 22, 1965, which reads as follows:

"I have the honor to refer to the Military Bases Agreement of 1947 between the United States of America and the Republic of the Philippines and to the Memorandum of Agreement signed by Ambassador Bohlen and Secretary Serrano on August 14, 1959, concerning relinquishment by the United States to the Philippines of the use of certain base lands in the Philippines and the granting by the Philippines to the United States of the use of certain other areas, and to inform Your Excellency that the United States proposes the conclusion with the Government of the Philippines of an agreement on the terms set forth in the Annex to this note.

"If the foregoing is acceptable to your Government, I have the honor to propose that this note with its Annex and your Excellency's reply indicating such acceptance shall constitute an agreement between our two Governments which will enter into force on the date of your Excellency's reply."

I have further the honor to inform your Excellency that the proposal of the United States Government is acceptable to the Government of the Republic of the Philippines and agrees that your Excellency's note above-quoted, with its Annex, and this note shall constitute an agreement between the two Governments on the matter effective December 22, 1965.

Accept, Excellency, the assurances of my highest consideration.

M MENDEZ

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

*Ambassador Extraordinary and Plenipotentiary of the
United States of America
Manila*

PHILIPPINES

Corregidor-Bataan Memorial

*Agreement effected by exchange of notes
Signed at Manila December 22, 1965;
Entered into force December 22, 1965.*

The American Ambassador to the Philippine Secretary of Foreign Affairs

No. 492

MANILA, December 22, 1965

EXCELLENCY:

I have the honor to refer to the desire on the part of the Government of the United States of America and the Government of the Republic of the Philippines to cooperate in consecrating Corregidor Island as a memorial site to honor the thousands of servicemen from their respective countries who gave their lives in the defense of freedom in the Pacific in World War II. To further this end, officials of the Government of the United States of America and the Government of the Republic of the Philippines, members of the Corregidor-Bataan Memorial Commission and the Philippines National Shrines Commission, and interested American and Filipino citizens have contributed their suggestions, their talent and their energy. By process of cooperative effort agreement has been reached on a program of construction for, and maintenance of, historic Corregidor Island, so that it may remain forever enshrined—a glorious memorial to those valiant men and women, who answered their country's call to arms.

It is proposed, therefore, that the agreement which is forwarded as an Annex to this note, and which is a product of American and Filipino deliberations over the past two years form the basis of a further cooperative effort in the completion of the Corregidor-Bataan Memorial.

Upon receipt of a note from your Excellency indicating that the provisions contained in the Annex to this note are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that this note with its Annex and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note of reply.

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

WILLIAM McCORMICK BLAIR Jr.

Annex

Agreement Between the Government of the United States of America and the Government of the Republic of the Philippines on the Corregidor-Bataan Memorial.

His Excellency

MAURO MENDEZ,

*Secretary of Foreign Affairs,
Manila.*

ANNEX

AGREEMENT

I. It being the express intention of the Government of the United States of America and the Government of the Republic of the Philippines to cooperate in consecrating Corregidor Island as a memorial site to honor those thousands of American and Philippine soldiers, sailors and marines who gave their lives in the Pacific area during World War II:

II. The United States Government agrees, subject to the availability of appropriated funds:

A. to erect upon Corregidor Island, in cooperation with the Philippine Government, a suitable memorial which shall include

(1) twin flagpoles at a high point on the island, illuminated at night, flying the flags of the United States of America and the Republic of the Philippines,

(2) a building or buildings for use as an auditorium and tourist center, and

(3) a contiguous battlefield park in which may be placed historical markers and mementos of the Pacific phase of World War II; and

B. to cooperate with the Philippine Government in the production of a film documenting the story of Bataan and Corregidor and in the production of other films documenting relevant events of the war in the Pacific.

III. The Philippine Government agrees:

A. to administer and maintain perpetually the memorial proper, the contiguous battlefield and Corregidor Island as a whole in a

manner appropriate for consecrated ground, holding it safe from undue or inappropriate commercial exploitation; and

B. to develop, or encourage to be developed, and to maintain suitable facilities for transportation of visitors to the Island and the memorial site.

IV. The Philippine Government further agrees:

A. that no import, excise, consumption or other tax, duty or impost shall be levied on material, equipment, supplies or goods imported or locally procured for exclusive use in the construction of the memorial;

B. that no national of the United States employed in the Philippines in connection with the construction of the memorial, and residing in the Philippines solely by reason of such employment, or his spouse or minor children or dependent parents of either spouse shall be liable to pay income tax in the Philippines on earnings derived from such employment, or be subject to any poll or residence tax, estate tax, any import or export duty, or any other tax on personal property imported for his own use; and

C. that no national of the United States or corporation organized under the laws of the United States shall be liable to pay income tax in the Philippines on profits derived under a contract made in connection with the construction of the memorial, or any tax in the nature of a license in respect of any service or work in connection with construction of the memorial.

V. It is agreed by both Governments that nothing herein shall prevent harmonious expansion of the memorial complex as may be hereinafter authorized or as may be provided for from public contributions.

VI. Implementation of this agreement shall be a cooperative undertaking on the part of the United States of America by the Corregidor-Bataan Memorial Commission, and on the part of the Republic of the Philippines by the Philippine National Shrines Commission.

The Philippine Secretary of Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 46558

MANILA, December 22, 1965

EXCELLENCY:

I have the honor to refer to your Note No. 492 of December 22, 1965 which reads as follows:

"I have the honor to refer to the desire on the part of the Government of the United States of America and the Government of the Republic of the Philippines to cooperate in consecrating Corregidor Island as a memorial site to honor the thousands of servicemen from their respective countries who gave their lives in the defense of freedom in the Pacific in World War II. To further this end, officials of the Government of the United States of America and the Government of the Republic of the Philippines, members of the Corregidor-Bataan Memorial Commission and the Philippines National Shrines Commission, and interested American and Filipino citizens have contributed their suggestions, their talent and their energy. By process of cooperative effort agreement has been reached on a program of construction for, and maintenance of, historic Corregidor Island, so that it may remain forever enshrined—a glorious memorial to those valiant men and women, who answered their country's call to arms.

"It is proposed, therefore, that the agreement which is forwarded as an Annex to this note, and which is a product of American and Filipino deliberations over the past two years form the basis of a further cooperative effort in the completion of the Corregidor-Bataan Memorial.

"Upon receipt of a note from your Excellency indicating that the provisions contained in the Annex to this note are acceptable to the Government of the Republic of the Philippines, the Government of the United States of America will consider that this note with its Annex and your reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note of reply."

I am pleased to inform your Excellency that my Government is agreeable to your aforementioned proposal and that your Note and this reply constitute an agreement between our Governments.

Accept, Excellency, the assurances of my highest consideration.

M MENDEZ

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

*Ambassador Extraordinary and Plenipotentiary of the
United States of America
Manila*

YUGOSLAVIA

Trade in Cotton Textiles

Agreement amending the agreement of October 5, 1964.

Effectuated by exchange of notes

Signed at Washington December 30, 1965;

Entered into force December 30, 1965.

The Secretary of State to the Yugoslav Ambassador

**DEPARTMENT OF STATE
WASHINGTON
December 30, 1965**

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of our two Governments concerning the adjustment of the ceilings on Category 9 (sheeting, carded), Category 15-16 (poplin and broadcloth, carded and combed), and Category 22 (twill and sateen, carded) under the provisions of the bilateral cotton textile agreement between our two Governments dated October 5, 1964, [¹] hereinafter referred to as the Agreement. In view of the exceptional circumstances noted by the Government of Yugoslavia, it is proposed that the Agreement be amended to provide that for calendar year 1965 only:

1. Exports in Category 9 from Yugoslavia to the United States, together with the quantity of these goods charged against the specific ceiling for Category 9 in 1965 pursuant to letters exchanged in connection with the Agreement, may exceed the specific ceiling for Category 9 by 265,842 square yards; and

2. Exports from Yugoslavia to the United States will be limited in Category 15-16 to an amount 209,296 square yards below the specific ceiling for that category and in Category 22 to an amount 56,546 square yards below the specific ceiling for that category.

It is understood that the increases and decreases in exports provided in this amendment are in addition to those reflected by the provisions of paragraph 5 of the Agreement.

¹ TIAS 5887; 15 UST 1913.

If the foregoing proposal is acceptable to your Government, this note and your Excellency's note of acceptance on behalf of your Government shall constitute an amendment to the Agreement of October 5, 1964.

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

For the Secretary of State:

PHILIP H. TREZISE

His Excellency

VELJKO MICUNOVIC,

Ambassador of the Socialist Federal Republic of Yugoslavia.

The Yugoslav Ambassador to the Secretary of State

DECEMBER 30, 1965

EXCELLENCY:

I have the honor to acknowledge the receipt of your note of today's date proposing an amendment to the bilateral cotton textile agreement between our two Governments, which reads as follows:

"Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments concerning the adjustment of the ceilings on Category 9 (sheeting, carded), Category 15-16 (poplin and broad-cloth, carded and combed), and Category 22 (twill and sateen, carded) under the provisions of the bilateral cotton textile agreement between our two Governments dated October 5, 1964, hereinafter referred to as the Agreement. In view of the exceptional circumstances noted by the Government of Yugoslavia, it is proposed that the Agreement be amended to provide that for calendar year 1965 only:

1. Exports in Category 9 from Yugoslavia to the United States, together with the quantity of these goods charged against the specific ceiling for Category 9 in 1965 pursuant to letters exchanged in connection with the Agreement, may exceed the specific ceiling for Category 9 by 265,842 square yards; and
2. Exports from Yugoslavia to the United States will be limited in Category 15-16 to an amount 209,296 square yards below the specific ceiling for that category and in Category 22 to an amount 56,546 square yards below the specific ceiling for that category.

It is understood that the increases and decreases in exports provided in this amendment are in addition to those reflected by the provisions of paragraph 5 of the Agreement.

If the foregoing proposal is acceptable to your Government, this note and your Excellency's note of acceptance on behalf of your Government shall constitute an amendment to the Agreement of October 5, 1964.

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

I have the honor to inform you that this amendment to the bilateral agreement is acceptable to my Government and that your note and this note in reply shall constitute an agreement between our two Governments which shall enter in force on this date.

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

For the Ambassador:

MIHAIRO STEVOMIC

Mihailo Stevovic
Economic Counselor

His Excellency
DEAN RUSK,
Secretary of State
of the United States of America

RYUKYU ISLANDS

Agricultural Commodities: Sales Under Title IV

Agreement signed at Washington October 26 and at Naha December 23, 1965;

*Entered into force December 23, 1965.
With memorandum of understanding.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE RYUKYU DEVELOPMENT LOAN CORPORATION REPRESENTING THE GOVERNMENT OF THE RYUKYU ISLANDS UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Ryukyu Development Loan Corporation, representing the Government of the Ryukyu Islands,

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 Ryukyu Islands;

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 Ryukyu Islands under long-term supply and credit arrangements, the resources and manpower of the Ryukyu Islands 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 Ryukyu Islands 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 I

Commodity Sales Provisions

1. Subject to the annual review provided below and issuance by the Government of the United States of America and acceptance by the Ryukyu Development Loan Corporation 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 those periods specified below 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 Ryukyu Development Loan Corporation, of the following commodities:

a. During United States fiscal year 1966:

<u>Commodity</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value To be Financed (thousands)</u>
Cotton	3,300 bales	\$412
Tobacco	150 metric tons	152
Wheat	4,000 metric tons	233
Corn	4,000 metric tons	257
Edible vegetable oil	1,500 metric tons	453
Ocean transportation (estimated)		226
Total		<u>\$1,733</u>

b. During United States fiscal year 1967:

<u>Commodity</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value To be Financed (thousands)</u>
Cotton	3,300 bales	\$412
Tobacco	150 metric tons	152
Wheat	4,000 metric tons	233
Corn	4,000 metric tons	257
Edible vegetable oil	1,500 metric tons	453
Ocean transportation (estimated)		226
Total		<u>\$1,733</u>

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 may limit the amount of financing provided in the credit purchase authorizations, as price declines or other marketing factors

require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the Agreement.

2. With respect to the above commodities, the two Parties will review annually supply and requirement 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 specified approximate maximum quantities of commodities to be supplied and export market value to be financed for any period after United States fiscal year 1966.

3. Applications for credit purchase authorizations will be made promptly after the effective date of this Agreement. Purchase authorizations will include provisions relating to the sale and delivery of the 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 Ryukyu Development Loan Corporation 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 amount of the principal due for commodities delivered in each calendar year under this Agreement, including the applicable related ocean transportation costs, shall be made in 19 annual payments. The first payment shall be for 25 percent of the total amount financed by the Government of the United States of America on commodities delivered during the preceding year and shall become due on March 31 immediately following the year in which such deliveries were made. Payment for the balance of amounts financed in connection with shipments made in each calendar year shall be made in 18 approximately equal annual installments due March 31 of successive calendar years. Any payment may be made prior to the due date thereof.

3. Interest on the unpaid balance of the principal due the Government of the United States of America for commodities delivered in each calendar year shall be computed at the rate of 3½ 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 Ryukyu Development Loan Corporation shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation unless another depository is agreed upon by the two Governments.

5. The two Parties 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 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 Ryukyu Development Loan Corporation 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 (unless 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 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 the same or like commodities to nations unfriendly to the United States of America.

2. The two Parties will take reasonable precautions to assure that sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

3. In carrying out this Agreement, the two Parties 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 Ryukyu Development Loan Corporation will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE IV**Consultation**

The two Parties 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 and signed at Washington on the 26th day of October, 1965 and at Naha on the 23rd day of December, 1965.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ORVILLE L FREEMAN

FOR THE GOVERNMENT OF THE RYUKYU ISLANDS:

NOBUO TAKARAMURA

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE RYUKYU DEVELOPMENT LOAN CORPORATION REPRESENTING THE GOVERNMENT OF THE RYUKYU ISLANDS RELATIVE TO THE AGRICULTURAL COMMODITIES AGREEMENT SIGNED DECEMBER 23, 1965 [¹]

The Government of the United States of America and the Ryukyu Development Loan Corporation, representing the Government of the Ryukyu Islands, have reached the following understandings relative to the Agricultural Commodities Agreement signed December 23, 1965: [¹]

1. The dollars resulting from the sale in the Ryukyu Islands of the commodities financed under the Agreement will be used by the Ryukyu Development Loan Corporation for the development and expansion of the livestock and poultry industries, including the production, processing and distribution of livestock and poultry and feed processing, storage and other supporting facilities and services relating thereto, and for such other social and economic programs as may be mutually agreed upon by the two Parties.

2. Any loan of the dollars resulting from the sale in the Ryukyu Islands of the commodities financed under the Agreement to private firms or non-governmental organizations, shall be at interest rates approximately equivalent to those charged for comparable loans in the Ryukyu Islands.

3. The Ryukyu Development Loan Corporation will furnish reports semi-annually showing the total dollars available to the Ryukyu Development Loan Corporation from the sale of the commodities and a list of the projects being undertaken, including information on the name, location, and status of completion of each project and the amount invested in it.

4. With regard to paragraph 4 of Article III of the Agreement, the Ryukyu Development Loan Corporation agrees to furnish quarterly the following information in connection with each shipment received of commodities financed under the Agreement: the name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Ryukyu Development Loan Corporation agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment to other countries of commodities furnished under the Agreement; (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations; and (c) a statement showing progress made toward fulfilling commitments on the usual marketings. The Ryukyu Development Loan Corporation agrees that the

^¹ Signed at Washington Oct. 26, 1965, and at Naha Dec. 23, 1965.

above statements will be accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same or like those imported under the Agreement.

5. In conformance with the agreement that the delivery of commodities pursuant to the Agreement shall not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Ryukyu Islands will import from free world sources, including the United States of America:

a. during United States fiscal year 1966, 24,000 metric tons of wheat and/or wheat flour on a wheat grain equivalent basis; 1,200 metric tons of tobacco, of which at least 150 metric tons will be from the United States of America; 5,000 metric tons of edible vegetable oil, of which at least 1,000 metric tons will be from the United States of America; 3,800 metric tons of corn and/or grain sorghum; and

b. during United States fiscal year 1967, subject to adjustments at the annual review, 24,000 metric tons of wheat; 1,200 metric tons of tobacco, of which at least 150 metric tons will be from the United States of America; 5,000 metric tons of edible vegetable oil, of which at least 1,000 metric tons will be from the United States of America; and 3,800 metric tons of corn and/or grain sorghum.

6. Should the Ryukyu Development Loan Corporation engage the services of a United States of America firm or individual as its agent to handle procurement of the commodities and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the agent and the Ryukyu Development Loan Corporation must be submitted to the United States Department of Agriculture for approval prior to the issuance of applicable purchase authorizations.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ORVILLE L FREEMAN

FOR THE GOVERNMENT OF THE RYUKYU ISLANDS:

NOBUO TAKARAMURA

LUXEMBOURG

Mutual Defense Assistance

Agreement amending Annex B to the agreement of January 27, 1950.

Effectuated by exchange of notes

Signed at Luxembourg December 21 and 30, 1965;

Entered into force December 30, 1965.

The American Ambassador to the Luxembourg Minister of Foreign Affairs

No. 28

LUXEMBOURG, December 21, 1965

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 26 of December 16, 1965 and to note No. 31.11.231 of December 20, 1965 [¹] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement between the United States of America and Luxembourg [²] to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1966. It was agreed by this exchange of notes that Annex B would be amended to cover the period July 1, 1965 to June 30, 1966, and that no other change in the text need be made. It is accordingly proposed that the text of Annex B be amended to read as follows:

"In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Luxembourg in conjunction with the Government of Belgium, will deposit Luxembourg and Belgian francs at such times as requested in an account designated by the United States Embassy at Luxembourg and the United States Embassy at Brussels not to exceed the Luxembourg and Belgian franc equivalent of \$138,751, for their use on behalf of the Government of the United States for administrative expenditures within Luxembourg and Belgium in connection with carrying out that Agreement for the period July 1, 1965-June 30, 1966."

Upon receipt of a note from Your Excellency indicating that the foregoing text is acceptable to the Luxembourg Government, the Government of the United States of America will consider that this note and the reply thereto constitute an agreement between the two

¹ Not printed.

² TIAS 2014, 5670; 1 UST 78; 15 UST 1952.

Governments on this subject which shall enter into force on the date of Your Excellency's note.

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

PATRICIA ROBERTS HARRIS

His Excellency

PIERRE WERNER,

*Minister of Foreign Affairs,
Grand Duchy of Luxembourg.*

The Luxembourg Minister of Foreign Affairs to the American Ambassador

MINISTÈRE
DES AFFAIRES ÉTRANGERES

No 31.11.187

LUXEMBOURG, le 30 décembre 1965

MADAME,

J'ai l'honneur d'accuser réception de la lettre - no 28 - que Votre Excellence a bien voulu m'adresser le 21 décembre 1965 au sujet de la modification de l'annexe B de l'accord pour la défense Mutuelle entre le Luxembourg et les Etats-Unis d'Amérique.

Le Gouvernement luxembourgeois marque son accord sur le texte suivant:

"En exécution du § 1 de l'article 5 de l'Accord d'Aide pour la Défense Mutuelle le Gouvernement luxembourgeois, conjointement avec le Gouvernement belge, déposera, lorsqu'il en sera requis, à un compte désigné par l'Ambassade des Etats-Unis à Luxembourg et l'Ambassade des Etats-Unis à Bruxelles, des francs belges et luxembourgeois dont le total ne dépassera pas la contrevaleur de 138 751 dollars USA, pour qu'elles en fassent usage au nom du Gouvernement des Etats-Unis, en vue du règlement des dépenses administratives au Luxembourg et en Belgique résultant de l'exécution de cet accord pour la période du 1er juillet 1965 au 30 juin 1966."

Je marque également mon accord à ce que la lettre de Votre Excellence en date du 21 décembre 1965 et la présente réponse soient considérées comme constituant un accord entre les deux gouvernements à ce sujet, accord qui entrera en vigueur à la date de ce jour.

Je saisis cette occasion, Madame, pour renouveler à Votre Excellence les assurances de ma très haute considération.

Le Ministre des Affaires Etrangères,

P. WERNER

Son Excellence

Madame PATRICIA ROBERTS HARRIS

Ambassadeur des Etats-Unis d'Amérique

à

Luxembourg

Translation

MINISTRY OF
FOREIGN AFFAIRS

No. 31.11.187

LUXEMBOURG, December 30, 1965

MADAM,

I have the honor to acknowledge receipt of Your Excellency's note No. 28 of December 21, 1965, regarding the revision of Annex B of the Mutual Defense Assistance Agreement between Luxembourg and the United States of America.

The Government of Luxembourg agrees to the following text:

[For the English language text of the amendment see *ante*, p. 1939.]

I wish also to inform you that I concur in considering Your Excellency's note of December 21, 1965, and this reply thereto as constituting an agreement between the two Governments on this subject, which shall enter into force on this date.

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

P. WERNER
Minister of Foreign Affairs

Her Excellency

PATRICIA ROBERTS HARRIS,
*Ambassador of the United States of America,
Luxembourg.*

**MULTILATERAL
International Bank for Reconstruction and Development**

*Amendment to the Articles of Agreement of December 27, 1945.
Done at Washington December 16, 1965;
Entered into force December 17, 1965.*

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
1818 H Street, N.W., Washington, D.C. 20433, U.S.A.
Area Code 202 · Telephone - EXecutive 3-6360 · Cable Address - INTBAFRAD

CERTIFICATE

I, M. M. Mendels, Secretary of the International Bank for Reconstruction and Development (hereinafter called "the Bank"), hereby certify that:

1. The Articles of Agreement of the Bank [¹] were amended, in accordance with the provisions of Article VIII thereof, by the addition to Article III thereof of the following new Section 6:

"Section 6. Loans to the International Finance Corporation

(a) The Bank may make, participate in, or guarantee loans to the International Finance Corporation, an affiliate of the Bank, for use in its lending operations. The total amount outstanding of such loans, participations and guarantees shall not be increased if, at the time or as a result thereof, the aggregate amount of debt (including the guarantee of any debt) incurred by the said Corporation from any source and then outstanding shall exceed an amount equal to four times its unimpaired subscribed capital and surplus.

(b) The provisions of Article III, Sections 4 and 5(c) and of Article IV, Section 3 shall not apply to loans, participations and guarantees authorized by this Section."

2. The said amendment entered into force for all members on December 17, 1965.

IN WITNESS WHEREOF I have signed and affixed the seal of the Bank this twenty-ninth day of December, 1965.

M. M. MENDELS

M. M. Mendels
Secretary

[SEAL]

¹ TIAS 1502; 60 Stat. 1440.

ITALY

Defense: Loan of Vessels

*Agreement effected by exchange of notes
Signed at Rome December 23 and 27, 1965;
Entered into force December 27, 1965.*

The American Ambassador to the Italian Minister of Foreign Affairs

No. 573

ROME, December 23, 1965

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two Governments relating to your Government's request for the loan of two naval vessels and to propose that the vessels listed in the Annex hereto be loaned on the basis of the following understandings:

1. Each vessel will be loaned for a period of five years beginning on the date of delivery to the Government of Italy. The Government of the United States may, however, request the return of either or both such vessels at an earlier date if such action is necessitated by its own defense requirements. In this event, the Government of Italy will promptly return the vessel to the Government of the United States.

2. The Government of Italy agrees to pay the Government of the United States the cost of rehabilitating and outfitting the vessels and to pay the fair value and installation costs of any equipment or material which is placed on board at the request of the Government of Italy and which is additional to or substituted for normal allowances. Such payments shall be in accordance with the Foreign Assistance Act of 1961, [1] as amended, acts amendatory and supplementary thereto, and appropriation acts thereunder. If either or both vessels is returned to the Government of the United States at its request prior to the expiration of the initial five-year period, the Government of the United States will consult with the Government of Italy with respect to such compensation on a pro rata basis to the Government of Italy for rehabilitation or outfitting costs or any additional material or altered fittings placed on board under this paragraph as may be authorized by the laws of the United States in effect at that time.

3. The loan of each such vessel shall be subject to the terms and conditions specified in paragraphs 2, 4, 5, 6, 7, and 8 of the Agreement

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

between our two Governments effected by an exchange of notes signed at Rome on August 18, 1959. [1]

4. Detailed arrangements may be made from time to time between authorized representatives of our two Governments, or their agencies, for the purpose of implementing the foregoing understandings and the undertakings of our two Governments hereunder.

If these understandings are 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 which shall enter into force on the date of your reply.

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

G. FREDERICK REINHARDT

Enclosure

Annex A

His Excellency

AMINTORE FANFANI,
Minister of Foreign Affairs,
Rome.

ANNEX A

CAPITAINE SS 336

BESUGO SS 321

The Italian Minister of Foreign Affairs to the American Ambassador

IL MINISTRO DEGLI AFFARI ESTERI

21/814

27 DIC. 1965

ECCellenza,

ho l'onore di accusare ricevuta della Nota di Vostra Eccellenza in data 23 dicembre 1965 del seguente tenore:

“Ho l'onore di riferirmi alle recenti conversazioni tra Rappresentanti dei nostri due Governi per quanto si riferisce alla richiesta avanzata dal suo Governo per il prestito di due vascelli da guerra, e di proporre che i vascelli indicati nell'Annesso alla presente Nota siano dati in prestito secondo le intese seguenti:

1) Ognuno dei vascelli in questione sarà dato in prestito per un periodo di cinque anni, iniziando dalla data della consegna al Governo

¹ TIAS 4365; 10 UST 1985.

italiano. Il Governo degli Stati Uniti si riserva tuttavia la facoltà di richiedere la restituzione di uno o di ambedue i vascelli in data anticipata, nel caso in cui ciò si renda necessario in relazione alle proprie esigenze di difesa. In tale caso, il Governo italiano si impegna a restituire immediatamente il vascello in questione al Governo degli Stati Uniti.

2) Il Governo italiano si impegna a corrispondere al Governo degli Stati Uniti il costo della messa in efficienza e dell'equipaggiamento dei vascelli in questione, nonchè a pagare un equo prezzo, comprensivo del costo di installazione, per ogni equipaggiamento o materiale che sarà sistemato a bordo su richiesta del Governo italiano e che rappresenta una sostituzione o una aggiunta rispetto alle normali attrezature. Tali pagamenti avverranno in base all'Atto per l'Assistenza ai Paesi Esteri del 1961, con rispettivi emendamenti ed atti supplementari nonchè atti di appropriazione. Se uno o ambedue i vascelli in questione saranno restituiti al Governo degli Stati Uniti a sua richiesta, prima che sia scaduto il termine iniziale dei cinque anni, il Governo degli Stati Uniti si consulterà con il Governo italiano allo scopo di concordare le compensazioni spettanti al Governo italiano, su base percentuale, per i costi di ammodernamento o di riequipaggiamento oppure per il materiale addizionale installato oppure per le nuove attrezture che siano state installate a bordo secondo le disposizioni del presente paragrafo, secondo quanto possa essere autorizzato dalle leggi degli Stati Uniti in vigore a quel tempo.

3) Il prestito di ognuno dei vascelli sarà soggetto ai termini ed alle condizioni specificate nei paragrafi 2, 4, 5, 6, 7 e 8 dell'Accordo tra i due Governi perfezionato con lo scambio di Lettere firmato a Roma il 18 agosto 1959.

4) Accordi di dettaglio potranno essere presi di tanto in tanto tra rappresentanti autorizzati dei due Governi o dei loro organi allo scopo di mettere in esecuzione gli accordi sopra menzionati e gli impegni dei due Governi.

Se tali intese sono accettabili al Governo di Vostra Eccellenza, ho l'onore di proporre che questa Nota e la concorde Nota di risposta di Vostra Eccellenza debbano costituire un Accordo tra i nostri due Governi che entrerà in vigore alla data della risposta di Vostra Eccellenza.””

Al riguardo ho l'onore di informarLa che il Governo italiano concorda su quanto precede.

Voglia accogliere, Eccellenza, l'espressione della mia più alta considerazione.

FANFANI.

S.E. il Signor

G. FREDERICK REINHARDT

*Ambasciatore degli Stati Uniti d'America
Roma*

Translation

[OFFICE OF]
THE MINISTER OF FOREIGN AFFAIRS

21/814

DECEMBER 27, 1965

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note dated December 23, 1965 the contents of which are as follows:

[For the English language text see *ante*, p. 1944.]

In this regard I have the honor to inform you that the Italian Government agrees to the foregoing.

Accept, Excellency, the assurance of my highest consideration.

FANFANI

His Excellency

G. FREDERICK REINHARDT,
Ambassador of the United States of America,
Rome.

J.

PHILIPPINES

Military Bases in the Philippines: Banking Facilities at the United States Naval Base at Subic Bay

*Agreement effected by exchange of notes
Dated at Manila November 3 and 15, 1965;
Entered into force November 15, 1965.*

The American Embassy to the Philippine Department of Foreign Affairs

No. 358

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 recent informal consultations, which have taken place between officers of the Embassy and officials of the Department of Foreign Affairs, concerning the urgent need for establishment of banking facilities at the United States Naval Base at Subic Bay.

As the Government of the Philippines is aware, the need for such banking facilities to serve the requirements of this Base and its personnel has continued to increase significantly.

In order to fulfill a part of this increasingly urgent need, a United States Treasury Facility, an agency of the United States Government, is being established at the United States Naval Base at Subic Bay, in accordance with the provisions of Article XVIII of the Philippine-United States Military Bases Agreement of 1947.^[1]

In order to fulfill the remainder of this increasingly urgent need, the United States Government proposes establishment on the Base of a commercial branch by a Philippine bank. In accordance with the provisions of Article XIX of the above referenced Military Bases Agreement, the consent of the Philippines Government is therefore requested for establishment within the limits of the United States Naval Base at Subic Bay of a commercial branch by a Philippine bank. This commercial branch would, of course, be subject to the exercise of all applicable controls by Philippine monetary and banking authorities. The fact that it would actually be located within the limits of the United States Naval Base would convey no immunity

^[1] TIAS 1775; 61 Stat. (pt. 4) 4027.

whatsoever from such Philippine controls. Philippine Government officials, when required to do so in the performance of their official duties, would be permitted to enter the Base for the purpose of examining the operations of this commercial branch.

As the Government of the Philippines is aware, the Olongapo branch of the Prudential Bank and Trust Company currently provides substantial banking services to the United States Naval Base at Subic Bay and its personnel. The Prudential Bank and Trust Company, which has been designated a Depositary of Public Moneys of the United States since July 13, 1959, has proposed to the Commanding Officer of the United States Naval Base at Subic Bay that it be authorized to establish such a commercial branch as referred to above within the limits of the Base. Subject to the consent of the Philippine Government, in accordance with the provisions of Article XIX of the above referenced Military Bases Agreement, the United States Government proposes to grant such authority to the Prudential Bank and Trust Company.

If the foregoing proposal meets with the approval of the Philippine Government, the Embassy suggests that this Note and the Department of Foreign Affairs' affirmative reply be considered as constituting an agreement, as contemplated in Article XIX of the above referenced Military Bases Agreement.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
Manila, November 3, 1965.

The Philippine Department of Foreign Affairs to the American Embassy

REPUBLIC OF THE PHILIPPINES
DEPARTMENT OF FOREIGN AFFAIRS

No. 45277

The Department of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 358 dated November 3, 1965, which reads 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 recent informal consultations, which have taken place between officers of the Embassy and officials of the Department of Foreign Affairs, concerning the urgent need for establishment of banking facilities at the United States Naval Base at Subic Bay.

"As the Government of the Philippines is aware, the need for such banking facilities to serve the requirements of this Base and its personnel has continued to increase significantly.

"In order to fulfill a part of this increasingly urgent need, a United States Treasury Facility, an agency of the United States Government, is being established at the United States Naval Base at Subic Bay, in accordance with the provisions of Article XVIII of the Philippine-United States Military Bases Agreement of 1947.

"In order to fulfill the remainder of this increasingly urgent need, the United States Government proposes establishment on the Base of a commercial branch by a Philippine bank. In accordance with the provisions of Article XIX of the above referenced Military Bases Agreement, the consent of the Philippines Government is therefore requested for establishment within the limits of the United States Naval Base at Subic Bay of a commercial branch by a Philippine bank. This commercial branch, would, of course, be subject to the exercise of all applicable controls by Philippine monetary and banking authorities. The fact that it would actually be located within the limits of the United States Naval Base would convey no immunity whatsoever from such Philippine controls. Philippine Government officials, when required to do so in the performance of their official duties, would be permitted to enter the Base for the purpose of examining the operations of this commercial branch.

"As the Government of the Philippines is aware, the Olongapo branch of the Prudential Bank and Trust Company currently provides substantial banking services to the United States Naval Base at Subic Bay and its personnel. The Prudential Bank and Trust Company, which has been designated a Depository of Public Moneys of the United States since July 13, 1959, has proposed to the Commanding Officer of the United States Naval Base at Subic Bay that it be authorized to establish such a commercial branch as referred to above within the limits of the Base. Subject to the consent of the Philippine Government, in accordance with the provisions of Article XIX of the above referenced Military Bases Agreement, the United States Government proposes to grant such authority to the Prudential Bank and Trust Company.

"If the foregoing proposal meets with the approval of the Philippine Government, the Embassy suggests that this Note and the Department of Foreign Affairs' affirmative reply be considered as constituting an agreement, as contemplated in Article XIX of the above referenced Military Bases Agreement.

"The Embassy avails itself of this opportunity to renew to the Department of Foreign Affairs the assurances of its highest consideration.

The Department wishes to inform the Embassy that the Philippine Government is agreeable to the aforementioned proposal and considers the Embassy's note and this reply as constituting an agreement under Article XIX of the Military Bases Agreement.

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

T C B

MANILA, November 15, 1965.

SAUDI ARABIA

Desalting

*Agreement effected by exchange of notes
Signed at Jidda November 11 and 19, 1965;
Entered into force November 19, 1965.*

*The American Chargé d'Affaires ad interim to the Saudi Arabian
Deputy Minister of Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 362

Jidda, November 11, 1965.

EXCELLENCY:

I have the honor to refer to recent discussions concerning the plans of the Saudi Arabian Government to construct a water desalting and electric power plant in the Jeddah area.

I have been instructed by my Government to confirm that, pursuant to the request of the Saudi Arabian Government and subject to the provisions hereof, the United States Government shall assume responsibility for negotiating contracts on behalf of the Saudi Arabian Government with a United States firm or firms for the architectural and engineering study and design, and with all qualified firms for supply of equipment, construction, installation, and initial operations of the project. The installations and their operation shall be based generally on the report of June 1964, submitted to the Saudi Arabian Government by Stewart L. Udall, Secretary of the Interior, entitled "Preliminary Appraisal Report on Combination Sea Water Desalting and Electric Power Plant for Jidda, Saudi Arabia", a copy of which is appended hereto (Appendix I).^[1] Contracts shall be awarded by the United States Government on behalf of the Saudi Arabian Government after solicitation of proposals from firms to be selected by the United States Department of the Interior subject to Saudi Arabian Government approval. The Department of the Interior, through its Office of Saline Water, shall be responsible for United States Government functions except when otherwise noted in this Agreement. The Department of the Interior shall utilize its contracting procedures and contract forms with such modifications or adaptations as it in its discretion deems desirable.

The obligations undertaken by the United States Government and the United States Department of the Interior are understood to be subject to the following terms and conditions:

1. (a) In the interest of allowing the work undertaken by the Department of the Interior to proceed as expeditiously as possible, the Saudi Arabian Government shall establish within thirty (30) days after its acceptance of the terms of this note an irrevocable letter of credit to cover the entire estimated cost of the project to be paid by the Saudi Arabian Government, in the amount of Fourteen Million Dollars (\$14,000,000). The project's estimated cost includes the expense of site selection and preconstruction planning, design, plans and specifications, construction, installation, initial

^[1] Not printed. The English and Arabic texts of the Report are filed in the archives of the Department of State where they are available for reference.

operations, training of Saudi Arabian personnel, and completion of documentary. The estimated cost also includes the expenses of the Department of the Interior with the exception of (1) salaries of employees of the Department assigned to the project, (2) cost of providing an architectural and engineering study and design for the desalting plant, and (3) field supervision of the construction of the desalting plant.

(b) The letter of credit shall be payable through a bank in the United States and shall be in the form attached hereto as Appendix II [1] or in the approved format of the issuing bank. The Department of the Interior will draw upon the letter of credit by the submission of demand drafts on the paying bank for obligations actually incurred by the Department of the Interior. The Department of the Interior will provide at three-month intervals to the Saudi Arabian Government an accounting of the funds so expended, in such format and detail as may be mutually agreed upon by the Department of the Interior and the Saudi Arabian Government. The Saudi Arabian Government shall be advised of the amount of unexpended balances remaining upon final completion of and accounting for the work involved.

(c) Appeals in disputes arising out of contracts of the United States Government made in furtherance of this Agreement shall be heard and decided, pursuant to the "Disputes" clause contained in such contracts, by the Secretary of the Interior through the Department of the Interior Board of Contract Appeals. The Saudi Arabian Government agrees to make such additional funds available as may be necessary to cover the payment of successful claims.

2. (a) The Saudi Arabian Government shall make available in a timely manner, consistent with construction phasing, all lands, easements, and rights-of-way required for the entire project. In addition, the Saudi Arabian Government shall timely construct necessary access roads to the plant site, fuel supply lines and facilities, fresh water lines, pumping stations and reservoirs and electric transmission and distribution lines and substations, in accordance with the design of the project.

(b) The Saudi Arabian Government shall make arrangements for fuel of the type for which the project is designed in adequate quantity and of adequate quality for use in connection with the construction, testing, and initial operation of the project.

(c) The Saudi Arabian Government shall also furnish, and the Department of the Interior will accept, personnel of the Saudi Arabian Government, to observe the initial operation of the project; and such personnel shall be trained by or at the direction of the Department of the Interior as competent plant operators and maintenance employees. The number and kinds of such personnel and their training location shall be mutually determined.

¹ Not printed.

3. (a) Personnel of the Department of the Interior, when in residence in the Kingdom of Saudi Arabia as special representatives of the Department pursuant to this Agreement, will be entitled to the same privileges and immunities as personnel of comparable rank and status of the Embassy of the United States of America in the Kingdom of Saudi Arabia.

(b) The Saudi Arabian Government shall bear the costs of taxes of all non-Saudi Arabian personnel of public or private organizations present in the Kingdom of Saudi Arabia to perform work in connection with this Agreement. Such taxes shall include property taxes on personal property intended for their own use, and any tariff or duty upon personal or household goods brought into the Kingdom of Saudi Arabia for the personal use of themselves and members of their families. Such reimbursement for any tariff or duty shall not apply to such personal or household goods as may be sold by any such personnel in the Kingdom of Saudi Arabia. It is further understood that whenever such personnel shall undertake work outside the limits of the project to be performed in accordance with this Agreement, they shall be subject to the regulations of the Saudi Arabian Government with respect to taxes and duties.

4. All property, material, equipment, services, and supplies brought into the Kingdom of Saudi Arabia by the Department of the Interior or its contractors to carry out the functions contemplated by this Agreement shall not be subject to import and export duties, licenses, excises, imposts, bonds, deposits, and any other charges except for services requested and rendered, provided they will be reexported upon completion of the work. Property, materials, equipment, and supplies belonging to the Department of the Interior or its contractors that do not become a part of the completed works shall remain the property of the Department of the Interior or its contractors and may at any time be removed from or disposed of in the Kingdom of Saudi Arabia free of any restrictions or any claims which may arise by virtue of such removal or disposal, provided that the duty thereon shall be paid in the event of their sale or disposal in the Kingdom of Saudi Arabia.

5. (a) The Saudi Arabian Government agrees that the United States Government, its officers and its employees, will be held harmless from causes of action, suits at law or equity, or from any liability or damages in any way growing out of:

- (i) the performance of the functions covered by this Agreement, or
- (ii) the construction, operation, and maintenance of project facilities.

(b) In order to effect the proper indemnification of the United States Government, its officers and its employees, as indicated in subparagraph (a) hereof, the Saudi Arabian Government further

agrees that it will post sufficient sureties as may be mutually agreed upon with the United States Government to indemnify the United States Government for any final judgments or final decisions of administrative tribunals, which judgments or decisions require payment by the United States Government for any liability arising from the performance of the functions covered by this Agreement or from the construction, operation and maintenance of the project facilities.

6. (a) The United States and Saudi Arabian Governments will consult, upon request of either of them, regarding any matter relating to the terms of this Agreement, and will endeavor jointly in the spirit of cooperation and mutual trust to resolve any difficulties or misunderstandings that may arise.

(b) The Kingdom of Saudi Arabia shall designate an Authority to act finally for the Government of Saudi Arabia in connection with all project matters that may properly be referred to it by the Contracting Officer, who will be appointed by the Department of the Interior and identified to the Saudi Arabian Government. The Contracting Officer shall establish and maintain constant liaison with such Authority and shall keep it constantly advised with respect to the progress of work undertaken by the Department of the Interior hereunder. It is contemplated by both Governments that the proposed project work will be in two phases, that is, the preconstruction phase and the construction and initial operation phase. The Contracting Officer shall consult with, and obtain the approval of, the Authority prior to taking any of the following actions:

(i) With respect to Phase I:

- a. giving instructions to the Contractor to perform pre-construction work and preparation of plans and specifications, or to make basic alterations in performance of the contract;
- b. giving approval to the final plans and specifications to be included in the proposal to the Contractor;
- c. giving instructions to terminate the performance of the contract, in whole or in part, unless the reason for the termination notice shall be lack of funds to meet contractual commitments.

(ii) With respect to Phase II:

- a. giving instructions to the Contractor to introduce changes in the design parameters of the proposed plant, or with respect to any change of a basic feature of the proposed plant;
- b. giving final acceptance to the Contractor for the completed installation;

c. giving instructions to terminate the performance of the contract, in whole or in part, unless the reason for the termination notice shall be lack of funds to meet contractual commitments.

(c) The Contracting Officer shall give notice to the Authority at any time when he has reason to believe that available funds are insufficient to complete the work. The Authority shall take such action as may be required to promptly supplement the funds or to notify the Contracting Officer that no further funds shall be made available.

7. The Agreement set forth herein will be binding upon both Governments until completion and acceptance of the project and until the final accounting of all funds involved has been made. In the event of a change of circumstances, making it necessary or desirable to terminate the arrangements agreed to herein, either Government may give 60 days' notice in writing of its intention to terminate those arrangements. Thereafter, the United States and Saudi Arabian Governments shall consult together with the aim, insofar as possible, of fixing mutually satisfactory termination date and procedures. Further, insofar as possible, the termination date shall be fixed sufficiently in advance so that the Department of the Interior may make personnel and other adjustments in their operations in light of such termination.

8. Upon completion of the project, the Department of the Interior will arrange for the removal of its property and the Contractor's property as expeditiously as possible, and will deliver to the Saudi Arabian Government the project in an operable condition. For the purpose of developing data and information which may be of significance in further research and development in the field of saline water conversion, the United States, for a period of five (5) years following the completion and acceptance of the project by the Saudi Arabian Government, will inspect the project and observe its operation through such technical and other personnel as may be required. For the same purpose the United States Government shall be allowed to examine production records for cost of operation and maintenance, and to conduct such tests as it may desire—as long as such tests do not materially interfere with normal project activities.

9. The United States and Saudi Arabian Governments agree as follows concerning the disposition of patent rights to inventions arising out of any engineering, design and development work under contracts on work on the Jeddah water desalting and electric power plant. This disposition of patent rights to inventions is to meet the legal objectives of both countries in this area.

(a) The United States Government shall acquire title in the United States to any invention made arising out of such engineer-

ing, design and development work, regardless of where the invention is made.

(b) The Saudi Arabian Government shall receive a royalty-free, nonexclusive, irrevocable license to practice such invention in the United States with the right to issue sublicenses.

(c) The United States Government shall have the right to file a patent application in any foreign country on such inventions and acquire title thereto.

(d) The Saudi Arabian Government shall receive a royalty-free, nonexclusive license with the right to issue sublicenses under any foreign patent that may issue as a result of foreign filing by the United States Government.

(e) Where the United States Government does not file for a patent in any foreign country the Contractor may receive authorization to do so from the United States Government and shall acquire title therein, subject to the reservation in the United States and Saudi Arabian Governments of a royalty-free, nonexclusive, irrevocable license with the right to issue sublicenses to any foreign government pursuant to a treaty or agreement said foreign government has with the United States or Saudi Arabian Government.

I have the honor to inform Your Excellency that if the foregoing conditions are acceptable to the Government of Saudi Arabia, the Government of the United States of America will consider this note, together with your note in reply concurring with the above, as constituting agreement between the two Governments with respect to this matter, such agreement to enter into force on the date of your note in reply.

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

TALCOTT W. SEELYE
Charge d'Affaires, ad interim

Enclosures: [¹]

1. Report of June 1964
2. Form of letter of credit.

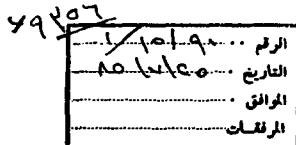
His Excellency

SAYYID OMAR SAKKAF,

*Deputy Minister of Foreign Affairs,
Ministry of Foreign Affairs,
Jidda.*

¹ See footnotes *ante*, pp. 1953, 1954.

The Saudi Arabian Deputy Minister of Foreign Affairs to the American Chargé d'Affaires ad interim



المملكة العربية السعودية
وزير الخارجية

السيد القائم بأعمال سفارة الولايات المتحدة

يسرق أن أخبركم بأنني قد استلم كتابكم رقم ٣٦٢ تاريخ ١١/١١/١٩٦٥ ، بشأن
رغبة حكومة صاحب الجلالة إنشاء مشروع لتحلية مياه البحر ومحطة كهرباء في منطقة جدة وما شرط
عليه من أن حكومتكم الموقرة سوف تتولى مسؤولية التفاوض لعقد مقابلات نيابة عن حكومة صاحب الجلالة -
مع الشركات الأمريكية المختصة لقيام بالدراسات المعمارية وال الهندسية وال تصميمات بما في ذلك تزويد
معدات البناء والإنشاءات اللازمة للمشروع وذلك طبقاً للعمليات المنصوص عليها في كتابكم
الشار إليه

يسرقني أخبارك بموافقة السلطات المختصة في المملكة على تنفيذ المشروع وتقديم
البيانات والنصوص الواردة في كتابكم المذكور . . .

وتحتها لذلك فإن حكومة صاحب الجلالة توافق على اعتبار كتابكم الشار إليه واجباً
هذه بمثابة اتفاقية بين حكومتين . . .

وتشكركم فائقاً تقديركم ديري . . .

Translation

KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS

No. 90/15/1/9856/2

7/25/85 *Hijra*

corresponding to: [11/19/65.]

MR. CHARGÉ D'AFFAIRES OF THE UNITED STATES:

I have the pleasure to inform you that I have received your note No. 362, dated 11/11/65, concerning the desire of His Majesty's Government to construct a water desalting and electric power plant in the Jeddah area and your reference to the assumption by your Honorable Government of responsibility for negotiating contracts on behalf of His Majesty's Government with qualified American firms for the architectural and engineering study and design and for the supply of construction and installation equipment, required by the project, in accordance with the obligations set forth in your aforementioned note.

I have the pleasure to inform you of the approval of the Kingdom's competent authorities to carry out the project in accordance with the terms and provisions set forth in your aforementioned note.

Therefore, His Majesty's Government agrees to consider your aforementioned note and our present reply thereto as an agreement between our two Governments.

Please accept the assurances of our highest consideration.

OMAR SAKKAF

MULTILATERAL

Protocol for Further Prolongation of International Sugar Agreement of 1958

Done at London November 1, 1965;

Signed in behalf of the United States of America December 23, 1965;

*Entered into force with respect to the United States of America
January 1, 1966.*

PROTOCOL FOR THE FURTHER PROLONGATION OF THE INTERNATIONAL SUGAR AGREEMENT OF 1958

The Governments party to this Protocol,

Considering that the International Sugar Agreement of 1958 [¹] (hereinafter referred to as "the Agreement"), which was extended by the Protocol of 1963 for the Prolongation of the International Sugar Agreement of 1958 [²] (hereinafter referred to as "the 1963 Protocol") will expire on 31 December 1965;

Desiring to continue the Agreement in force for a further period pending the entry into force of a new International Sugar Agreement under the auspices of the United Nations;

Reaffirming their intention urgently to consider possible bases for a new International Sugar Agreement to replace the Agreement;

Have agreed as follows:

¹ TIAS 4389; 10 UST 2189.

² TIAS 5744; 15 UST 2512.

ARTICLE 1

(1) Subject to the provisions of Article 2, the Agreement shall continue in force between the parties to this Protocol until 31 December 1966. Should a new International Sugar Agreement enter into force before that date, this Protocol shall cease to have effect on the date of the entry into force of the new International Sugar Agreement.

(2) Any Government which was not party to the Agreement but which becomes a party to this Protocol shall thereby be deemed to be a party to the Agreement as extended in force.

ARTICLE 2

Paragraphs (2) and (3) of Article 3, Articles 7 to 25 inclusive, Articles 41 and 42 and paragraphs (4) and (7) of Article 44 of the Agreement shall be deemed to be inoperative.

ARTICLE 3

(1) Governments may become party to this Protocol

- (a) by signing it; or
- (b) by ratifying, accepting or approving it after having signed it subject to ratification, acceptance or approval; or
- (c) by acceding to it.

(2) When signing this Protocol each signatory Government shall formally state whether, in accordance with its constitutional procedures, its signature is, or is not, subject to ratification, acceptance or approval.

ARTICLE 4

(1) This Protocol shall be open for signature at London from 1 November to 23 December 1965, inclusive, by the Governments party to the 1963 Protocol and by the Government of any other country referred to in Articles 33 or 34 of the Agreement.

(2) Where ratification, approval or acceptance is required, the relevant instrument shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland.

(3) After 23 December 1965 this Protocol shall be open for accession by the Government of any country referred to in Articles 33 or 34 of the Agreement, by deposit of an instrument of accession with the Government of the United Kingdom of Great Britain and Northern Ireland.

(4) This Protocol shall also be open for accession by the Government of any Member of the United Nations or any Government invited to the United Nations Sugar Conference, 1965 but not referred to in Articles 33 to 34 of the Agreement, provided that the number of votes to be exercised in the Council by the Government desiring to accede shall first be agreed upon by the Council with that Government.

ARTICLE 5

(1) This Protocol shall enter into force on 1 January 1966 among those Governments which have by that date become parties to this Protocol, provided that such Governments hold 60 per cent of the votes of the importing countries and 70 per cent of the votes of the exporting countries under the Agreement as extended by the 1963 Protocol on 31 December 1965. Instruments of ratification, acceptance, approval or accession deposited thereafter shall take effect on the date of their deposit.

(2) In calculating whether the percentage requirements referred to in paragraph (1) of this Article have been met, a notification containing an undertaking to seek ratification, acceptance, approval or accession in accordance with constitutional procedures as rapidly as possible and if possible before 1 July 1966, received by the Government of the United Kingdom of Great Britain and Northern Ireland before 1 January 1966, shall be taken into account.^[1]

(3) If by 1 January 1966 this Protocol has not entered into force, the Governments which have satisfied the requirements of Article 3 may agree to put it into force among themselves.

ARTICLE 6

Where reference is made in the Agreement or in this Protocol to Governments or countries listed or referred to in particular articles, any country not referred to in Articles 33 or 34 of the Agreement the Government of which either has become a party to the Agreement before 1 January 1964, or has become a party to the 1963 Protocol or to this Protocol, shall be deemed to be listed or referred to accordingly.

ARTICLE 7

Governments party to this Protocol undertake to pay their contributions under Article 38 of the Agreement according to their constitutional procedures. At its first session under this Protocol the Council shall approve its budget for the year and assess the contributions to be paid by each Participating Government.

¹ Post, pp. 1995-1997.

ARTICLE 8

(1) The Government of the United Kingdom of Great Britain and Northern Ireland shall promptly inform all Governments represented at the United Nations Sugar Conference, 1965, of each signature, ratification, acceptance and approval of this Protocol, of each accession thereto, of each notification received pursuant to paragraph (2) of Article 5 and of the date of entry into force of this Protocol.

(2) This Protocol, of which the English, Chinese, French, Russian and Spanish texts are equally authoritative, shall be deposited with the Government of the United Kingdom of Great Britain and Northern Ireland, which shall transmit certified copies thereof to each signatory and acceding Government.

IN WITNESS WHEREOF the undersigned, having been duly authorised to this effect by their respective Governments, have signed this Protocol.

DONE at London the first day of November, one thousand nine hundred and sixty-five.

**PROTOCOLE PORTANT
NOUVELLE PROROGATION DE L'ACCORD INTERNATIONAL
SUR LE SUCRE DE 1958**

Les gouvernements parties au présent Protocole,

Considérant que l'Accord international sur le sucre de 1958 (ci-après dénommé "l'Accord"), qui a été maintenu en vigueur par le Protocole de 1963 portant prorogation de l'Accord international sur le sucre de 1958 (ci-après dénommé "le Protocole de 1963"), prendra fin le 31 décembre 1965,

Désireux de maintenir l'Accord en vigueur pour une nouvelle période en attendant l'entrée en vigueur d'un nouvel accord international sur le sucre sous les auspices des Nations Unies,

Réaffirmant leur intention d'examiner d'urgence les bases qui permettraient la conclusion d'un nouvel accord international sur le sucre destiné à remplacer l'Accord,

Sont convenus de ce qui suit:

ARTICLE 1

1. Sous réserve des dispositions de l'article 2, l'Accord est maintenu en vigueur entre les Parties au présent Protocole jusqu'au 31 décembre 1966. Si un nouvel accord international sur le sucre entre en vigueur avant cette date, le présent Protocole cessera d'avoir effet à la date d'entrée en vigueur d'un nouvel accord international sur le sucre.

2. Tout gouvernement qui n'était pas partie à l'Accord mais qui devient Partie au présent Protocole est considéré comme étant Partie à l'Accord tel qu'il est maintenu en vigueur.

ARTICLE 2

Les paragraphes 2 et 3 de l'article 3, les articles 7 à 25 inclus, les articles 41 et 42 et les paragraphes 4 et 7 de l'article 44 de l'Accord sont considérés comme étant inopérants.

ARTICLE 3

1. Les gouvernements deviennent parties au présent Protocole
 - a) en le signant; ou
 - b) en le ratifiant, en l'acceptant ou en l'approuvant après l'avoir signé sous réserve de ratification, d'acceptation ou d'approbation; ou
 - c) en y adhérant.
2. En signant le présent Protocole, chaque gouvernement signataire indique expressément si, conformément à ses procédures constitutionnelles, sa signature est ou non soumise à ratification, acceptation ou approbation.

ARTICLE 4

1. Le présent Protocole sera ouvert à la signature des gouvernements Parties au Protocole de 1963 et du gouvernement de tout autre pays visé aux articles 33 ou 34 de l'Accord, à Londres, du 1^{er} novembre au 23 décembre 1965 inclus.

2. Lorsque la ratification, l'approbation ou l'acceptation est requise, l'instrument pertinent sera déposé auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

3. Après le 23 décembre 1965, le présent Protocole sera ouvert à l'adhésion du gouvernement de tout pays visé aux articles 33 ou 34 de l'Accord; l'adhésion se fera par le dépôt d'un instrument auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

4. Le présent Protocole sera aussi ouvert à l'adhésion du gouvernement de tout Membre de l'Organisation des Nations Unies ou de tout gouvernement invité à la Conférence des Nations Unies sur le sucre de 1965, mais non visé aux articles 33 ou 34 de l'Accord, à condition que le nombre de voix dont ce gouvernement disposera au Conseil soit préalablement fixé d'un commun accord entre le Conseil et ledit gouvernement.

ARTICLE 5

1. Le présent Protocole entrera en vigueur le 1^{er} janvier 1966 entre les gouvernements qui seront devenus parties au présent Protocole à cette date, à condition que ces gouvernements détiennent 60 pour cent des voix des pays importateurs et 70 pour cent des voix des pays exportateurs aux termes de l'Accord tel qu'il a été prorogé par le Protocole de 1963 au 31 décembre 1965. Les instruments de ratification, d'acceptation, d'approbation ou d'adhésion déposés par la suite prendront effet à la date de leur dépôt.

2. Pour déterminer si les pourcentages visés au paragraphe 1 du présent article sont atteints, il sera tenu compte de toute notification reçue par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord avant le 1^{er} janvier 1966 et par laquelle un gouvernement s'engage à s'efforcer d'obtenir aussi rapidement que possible et si possible avant le 1^{er} juillet 1966, conformément à ses procédures constitutionnelles, la ratification, l'acceptation ou l'approbation du présent Protocole ou l'adhésion à ce Protocole.

3. Si, au 1^{er} janvier 1966, le présent Protocole n'est pas entré en vigueur, les gouvernements qui ont rempli les conditions fixées par l'article 3 pourront convenir de mettre le présent Protocole en vigueur entre eux.

ARTICLE 6

Lorsque, dans l'Accord ou dans le présent Protocole, sont visés des gouvernements ou des pays qui sont énumérés ou visés dans certains articles, tout pays non visé aux articles 33 ou 34 de l'Accord et dont le gouvernement est devenu Partie à l'Accord avant le 1^{er} janvier 1964 ou est devenu Partie au Protocole de 1963 ou au présent Protocole sera considéré comme faisant partie des pays énumérés ou visés dans ces articles.

ARTICLE 7

Les gouvernements Parties au présent Protocole s'engagent à payer les contributions qui leur incombent aux termes de l'article 38 de l'Accord conformément à leurs procédures constitutionnelles. A la première session qu'il tiendra sous le régime du présent Protocole, le Conseil votera le budget de l'année et fixera les cotisations à verser par chaque gouvernement participant.

ARTICLE 8

1. Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord informera sans tarder tous les gouvernements représentés à la Conférence des Nations Unies sur le sucre de 1965 de toute signature, ratification, acceptation et approbation du présent Protocole, de toute adhésion à ce Protocole et de toute notification qu'il aura reçue en application du paragraphe 2 de l'article 5, ainsi que de la date d'entrée en vigueur dudit Protocole.

2. Le présent Protocole, dont les textes en langues anglaise, chinoise, espagnole, française et russe font également foi, sera déposé auprès du Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, qui en transmettra des copies certifiées conformes à tous les gouvernements signataires ou adhérents.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs gouvernements respectifs, ont signé le présent Protocole.

FAIT à Londres, le premier novembre mil neuf cent soixante-cinq.

再度延長一九五八年國際糖業協定之議定書

一九六五年聯合國糖業會議於一九六五年十月十四日通過

本議定書當事國政府，

鑑於一九五八年國際糖業協定（以下簡稱“該協定”）前經以延長一九五八年國際糖業協定之一九六三年議定書（以下簡稱“一九六三年議定書”）予以延展現將於一九六五年十二月三十一日滿期。

深願在聯合國主持下簽訂之新國際糖業協定發生效力以前該協定再繼續有效一段時期。

重申其意圖，亟欲考慮據以擬訂新國際糖業協定以代替該協定之可能基礎。

爰議定條款如下：

第一條

(一) 以不違反第二條之規定為限該協定在本議定書當事國間應繼續有效至一九六六年十二月三十一日。如新國際糖業協定於該日以前發生效力，本議定書應即於新國際糖業協定發生效力之日起作廢。

(二) 任何國政府原非該協定之當事國而成為本議定書當事國者應即視為延長效力後之該協定之當事國。

第二條

該協定第三條第(二)項及第(三)項第七條至第二十五條第

四十一條第四十二條及第四十四條第(四)項及第(七)項應視為無效。

第三條

- (一) 各國政府得按下列方式之一成為本議定書當事國：
- (甲) 簽署本議定書，或
 - (乙) 在以須經批准、接受或核可為條件簽署本議定書後批准、接受或核可本議定書，或
 - (丙) 加入本議定書。
- (二) 各簽署國政府於簽署本議定書時應正式聲明依其本國憲法程序其簽署是否須經批准、接受或核可。

第四條

- (一) 本議定書應自一九六五年十一月一日起至十二月二十三日止在倫敦聽由一九六三年議定書當事國政府及該協定第三十三條或第三十四條所指任何其他國家政府簽署。
- (二) 在須經批准、接受或核可時應將有關文書交存大不列顛及北愛爾蘭聯合王國政府。
- (三) 本議定書應於一九六五年十二月二十三日以後聽由該協定第三十三條或第三十四條所指任何國家政府加入，加入書交存大不列顛及北愛爾蘭聯合王國政府。
- (四) 本議定書亦應聽由聯合國任何會員國政府或被邀參加一九六五年聯合國糖業會議而為該協定第三十三條或第三十四條所未提及之任何政府加入，但願加入政府在理事會所得行使之表決權數應先由理事會與該政府議定之。

第五條

(一) 本議定書應自一九六六年一月一日起在該日前業已成為本議定書當事國之各國政府間生效，但此等國家須於一九六五年十二月三十一日佔經一九六三年議定書延長之該協定所規定之輸入國表決權總數百分之六十及輸出國表決權總數百分之七十。嗣後交存之批准書、接受書、核可書或加入書應於其交存之日起生效。

(二) 於計算是否已符合本條第(一)項所稱之百分比條件時，其經提出通知書，擔允設法儘速並儘可能在一九六六年七月一日以前依據憲法程序批准、接受、核可或加入並經大不列顛及北愛爾蘭聯合王國政府於一九六六年一月一日以前收到者，此項通知書應予計入。

(三) 如至一九六六年一月一日本議定書尚未生效，則滿足第三條條件之各國政府得協議在各該國間實施本議定書。

第六條

凡該協定或本議定書述及某某條款所列舉或指稱之政府或國家時，該協定第三十三條或第三十四條所未提及之任何國家，其政府已於一九六四年一月一日以前成為該協定當事國或成為一九六三年議定書或本議定書之當事國者，應視為業經列舉或指稱。

第七條

本議定書當事國政府擔允各依本國憲法程序按照該協定第三十八條之規定繳納會費：理事會於根據本議定書舉行第一屆

會時應核定該年度之預算並攤派每一參加國政府所應繳納之會費。

第八條

(一) 大不列顛及北愛爾蘭聯合王國政府應將各國簽署批准，接受核可加入本議定書情事依據第五條第(二)項收到之每一通知書及本議定書生效日期迅速告知出席一九六五年聯合國糖業會議之所有各國政府。

(二) 本議定書應交存大不列顛及北愛爾蘭聯合王國政府，其中英法俄西班牙文各本同一作準。該國政府應將其正式副本分送各簽署國及加入國政府。

為此，下列代表，各秉其本國政府正式授予之權，謹簽署本議定書，以昭信守。

公曆一九六五年十一月一日訂於倫敦。

ПРОТОКОЛ О ДАЛЬНЕЙШЕМ ПРОДЛЕНИИ СРОКА ДЕЙСТВИЯ МЕЖДУНАРОДНОГО СОГЛАШЕНИЯ ПО САХАРУ 1958 ГОДА

Правительства-участники Протокола,

принимая во внимание тот факт, что срок действия Международного соглашения по сахару 1958 года (называемого в дальнейшем "Соглашением"), который был продлен Протоколом 1963 года о продлении Международного соглашения по сахару 1958 года (называемого в дальнейшем "Протоколом 1963 года"), истекает 31 декабря 1965 года,

хелая сохранить Соглашение в силе на дальнейший период до вступления в силу нового международного соглашения по сахару под эгидой Организации Объединенных Наций,

вновь подтверждая свое намерение рассмотреть в срочном порядке возможные основы для нового международного соглашения по сахару, которое заменило бы Соглашение 1958 года,

согласились с нижеследующем :

Статья 1

1) С учетом положений статья 2 Соглашения остается в силе между участниками настоящего Протокола до 31 декабря 1966 года. В случае, если до этой даты войдет в силу новое международное соглашение по сахару, настоящий Протокол утратит свою силу в день вступления в силу нового международного соглашения по сахару.

2) Любое правительство, которое не является участником Соглашения, но которое стало участником настоящего Протокола, будет в силу этого рассматриваться как участник продленного Соглашения.

Статья 2

Пункты 2) и 3) статьи 3, статьи 7-25 включительно, статьи 41 и 42 и пункты 4) и 7) статьи 44 Соглашения считаются утратившими силу.

Статья 3

1) Правительства могут стать участниками настоящего Протокола

- a) путем подписания его ; или
- b) путем ратификации, принятия или утверждения его после подписания с условием последующей ратификации, принятия или утверждения ; или
- c) путем присоединения к нему.

2) При подписании настоящего Протокола каждое подписывающее Протокол правительство официально заявит, подлежит ли или не подлежит, в соответствии с его конституционной процедурой, подписанный им Протокол ратификации, принятию или утверждению.

Статья 4

1) Настоящий Протокол будет открыт в Лондоне с 1 ноября по 23 декабря 1965 года включительно для подписания правительствами-участниками Протокола 1963 года, а также правительством любой другой страны, упомянутой в статье 33 или 34 Соглашения.

2) В тех случаях, когда требуется ратификация, утверждение или принятие, соответствующий документ сдается на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии.

3) После 23 декабря 1965 года настоящий Протокол будет открыт для присоединения к нему правительства любой страны, упомянутой в статье 33 или 34 Соглашения, путем сдачи на хранение акта о присоединении правительству Соединенного Королевства Великобритании и Северной Ирландии.

4) Настоящий Протокол будет также открыт для присоединения к нему правительства любого члена Организации Объединенных Наций или любого правительства, которое было приглашено на Конференцию Организации Объединенных Наций по сахару 1965 года, но которое не упомянуто в статьях 33 и 34 Соглашения, при условии, что число голосов, которым будет обладать в Совете правительство, желающее присоединиться, будет сначала согласовано Советом с этим правительством.

Статья 5

1) Настоящий Протокол вступит в силу 1 января 1966 года между теми правительствами, которые к этой дате станут участниками настоящего Протокола, при условии, что такие правительства будут иметь 60% голосов импортирующих стран и 70% голосов экспортirующих стран, в соответствии с Соглашением, продленным Протоколом 1963 года на 31 декабря 1965 года. Ратификационные грамоты или акты о принятии, утверждении или присоединении, сданные на хранение после этой даты, вступят в силу в дату сдачи их на хранение.

2) При подсчете процентных долей голосов, с тем чтобы определить, удовлетворены ли требования в этом отношении, упомянутые в пункте 1 настоящей статьи, учитываются уведомления, полученные правительством Соединенного Королевства Великобритании и Северной Ирландии до 1 января 1966 года и содержащие обязательство принять меры для обеспечения ратификации, принятия, утверждения или присоединения в соответствии с конституционной процедурой по возможности быстрее и, если возможно, до 1 июля 1966 года.

3) Если к 1 января 1966 года настоящий Протокол не вступит в силу, правительства, удовлетворяющие требованиям статьи 3, могут договориться о введении его в силу между собой.

Статья 6

В тех случаях, когда в Соглашении или в настоящем Протоколе упоминаются правительства или страны, поименованные или упомянутые в определенных статьях, любая страна, не упомянутая в статье 33 или 34 Соглашения, но правительство которой либо стало участником Соглашения до 1 января 1964 года, либо стало участником Протокола 1963 года или настоящего Протокола, считается соответственно поименованной или упомянутой.

Статья 7

Правительства-участники настоящего Соглашения обязуются уплачивать свои взносы согласно статье 38 Соглашения в соответствии со своими конституционными процедурами. На своей первой сессии в соответствии с настоящим Протоколом Совет утвердит свой бюджет на год и установит размер взноса, подлежащего уплате каждым правительством-участником.

Статья 8

1) Правительство Соединенного Королевства Великобритании и Северной Ирландии незамедлительно уведомляет все правительства, которые были представлены на Конференции Организации Объединенных Наций по сахару 1965 года, о каждом случае подписания, ратификации, принятий и утверждения настоящего Протокола, о каждом случае присоединения к нему, о каждом уведомлении, полученном в соответствии с пунктом 2) статьи 5, и о дате вступления в силу настоящего Протокола.

2) Настоящий Протокол, русский, английский, испанский, китайский и французский тексты которого имеют одинаковую силу, будет сдан на хранение правительству Соединенного Королевства Великобритании и Северной Ирландии, которое направит его заверенные копии каждому правительству, подписавшему его или присоединившемуся к нему.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должностным образом на то уполномочены своим правительством, подписали настоящий Протокол.

СОВЕРШЕНО в Лондоне первого ноября тысяча девятьсот шестьдесят пятого года.

**PROTOCOLO POR
EL QUE SE PRORROGA NUEVAMENTE LA VIGENCIA DEL
CONVENIO INTERNACIONAL DEL AZUCAR DE 1958**

Los Gobiernos Parte en el presente Protocolo,

Considerando que el Convenio Internacional del Azúcar de 1958 (en adelante denominado "el Convenio"), cuya vigencia fue prorrogada por el Protocolo de 1963 para prolongar la vigencia del Convenio Internacional del Azúcar de 1958 (en adelante denominado "el Protocolo de 1963") expirará el 31 de diciembre de 1965,

Deseando prorrogar el Convenio vigente por un nuevo período hasta que entre en vigor un nuevo convenio internacional del azúcar con los auspicios de las Naciones Unidas,

Reafirmando su propósito de examinar urgentemente las posibles bases de un nuevo convenio internacional del azúcar que venga a sustituir el Convenio,

Han convenido en lo siguiente:

ARTÍCULO 1

1. A reserva de lo dispuesto en el artículo 2, el Convenio continuará en vigor entre las Partes en el presente Protocolo hasta el 31 de diciembre de 1966. Si con anterioridad a dicha fecha entrara en vigor un nuevo convenio internacional del azúcar, el presente Protocolo dejará de tener efecto en la fecha en que entre en vigor el nuevo convenio internacional del azúcar.

2. Todo Gobierno que no fuese parte en el Convenio, pero que sea Parte en el presente Protocolo, se considerará por este hecho como Parte en el Convenio prorrogado vigente.

ARTÍCULO 2

Los párrafos 2 y 3 del artículo 3, los artículos 7 a 25 ambos inclusive, los artículos 41 y 42 y los párrafos 4 y 7 del artículo 44 del Convenio se considerarán no vigentes.

ARTÍCULO 3

1. Los Gobiernos pueden ser parte en el presente Protocolo:

- a) mediante firma; o
- b) mediante ratificación, aceptación o aprobación después de haberlo firmado sujeto a ratificación, aceptación o aprobación; o
- c) mediante adhesión.

2. Al firmar el presente Protocolo, cada Gobierno signatario declarará formalmente si su firma está o no sujeta a ratificación, aceptación o aprobación de conformidad con su procedimiento constitucional.

ARTÍCULO 4

1. El presente Protocolo estará abierto a la firma en Londres, desde el día 1º de noviembre hasta el día 23 de diciembre de 1965, ambos inclusive, para los Gobiernos Parte en el Protocolo de 1963 y para el Gobierno de cualesquiera de los países mencionados en los artículos 33 y 34 del Convenio.

2. Siempre que se necesite la ratificación, aprobación o aceptación, se depositará el instrumento pertinente ante el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

3. Despues del 23 de diciembre de 1965, el presente Protocolo estará abierto a la adhesión del Gobierno de cualesquiera de los países mencionados en los artículos 33 y 34 del Convenio, mediante el depósito de un instrumento de adhesión ante el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte.

4. El presente Protocolo estará asimismo abierto a la adhesión del Gobierno de cualquier Estado Miembro de las Naciones Unidas o de cualquier Gobierno invitado a la Conferencia de las Naciones Unidas sobre el Azúcar, 1965, aunque no se le mencione en los artículos 33 y 34 del Convenio, entendiéndose que el número de votos de que dispondrá en el Consejo el Gobierno que solicite la adhesión será objeto de un acuerdo previo entre el Consejo y dicho Gobierno.

ARTÍCULO 5

1. El presente Protocolo entrará en vigor el 1º de enero de 1966 entre aquellos Gobiernos que en esa fecha sean parte en el presente Protocolo, siempre que dichos Gobiernos reúnan, el 31 de diciembre de 1965, el 60% de los votos de los países importadores y el 70% de los votos de los países exportadores, conforme a lo dispuesto en el Convenio según fue prorrogado por el Protocolo de 1963. Los instrumentos de ratificación, aceptación, aprobación o adhesión depositados posteriormente surtirán efecto a partir de la fecha en que se depositen.

2. Para determinar si se ha alcanzado o no el porcentaje que se estipula en el párrafo 1 del presente artículo, se tendrá en cuenta una notificación, recibida por el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte antes del 1º de enero de 1966, que contenga el compromiso de procurar, a la mayor brevedad y de ser posible antes del 1º de julio de 1966, y con arreglo a los procedimientos constitucionales, la ratificación, aceptación, aprobación o adhesión.

3. Si el presente Protocolo no hubiera entrado en vigor en 1º de enero de 1966, los Gobiernos que hayan cumplido los requisitos estipulados en el artículo 3 podrán convenir en ponerlo en vigor entre ellos.

ARTÍCULO 6

Cuando en el Convenio o en el presente Protocolo se haga referencia a Gobiernos o a países enumerados, o mencionados en determinados artículos, se considerará como enumerado o mencionado en dichos artículos a todo país no mencionado en los artículos 33 y 34 del Convenio, cuyo

Gobierno haya pasado a ser Parte en el Convenio antes del 1º de enero de 1964 o haya pasado a ser Parte en el Protocolo de 1963 o en el presente Protocolo.

ARTÍCULO 7

Los Gobiernos Parte en el presente Protocolo se obligan a pagar las contribuciones estipuladas en el artículo 38 del Convenio, de conformidad con sus procedimientos constitucionales. En el primer período de sesiones que celebre, de conformidad con el presente Protocolo, el Consejo aprobará su presupuesto para el ejercicio y determinará las contribuciones que debe pagar cada Gobierno participante.

ARTÍCULO 8

1. El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte informará sin demora a todos los Gobiernos participantes en la Conferencia de las Naciones Unidas sobre el Azúcar, 1965, de cada firma, ratificación, aceptación y aprobación del presente Protocolo, de cada adhesión al mismo, de cada notificación recibida de conformidad con el párrafo 2 del artículo 5 y de la fecha en que entrará en vigor el presente Protocolo.

2. Los textos en chino, español, francés, inglés y ruso del presente Protocolo son igualmente auténticos y quedarán depositados en poder del Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, que transmitirá copias certificadas de los mismos a cada Gobierno signatario o que se adhiera a este Protocolo.

EN FE DE LO CUAL los que suscriben, debidamente autorizados a este efecto por sus respectivos Gobiernos, han firmado este Protocolo.

HECHO en Londres, el primero de noviembre de mil novecientos sesenta y cinco.

FOR ARGENTINA:**POUR L'ARGENTINE:****阿根廷:****За Аргентину:****POR LA ARGENTINA:**

Esta firma está sujeta a ratificación.

ALEJANDRO LASTRA

FOR AUSTRALIA:**POUR L'AUSTRALIE:****澳大利亞:****За Австралию:****POR AUSTRALIA:**

This signature is not subject to ratification, acceptance or approval.

A. R. DOWNER

FOR BELGIUM:**POUR LA BELGIQUE:****比利時:****За Бельгию:****POR BÉLGICA:**

Sous réserve de ratification. Cette signature est donnée au nom de l'Union Economique Belgo-Luxembourgoise.^[1]

J. GROOTHAERT

¹ For translation of the statement, see *post*, p. 1995.

FOR BRAZIL:

POUR LE BRÉSIL:

巴西:

За Бразилию:

POR EL BRASIL:

Subject to ratification.

GEORGE A. MACIEL

FOR CANADA:

POUR LE CANADA:

加拿大:

За Канаду:

POR EL CANADÁ:

This signature is not subject to ratification, acceptance or approval.

GEOFFREY S. MURRAY

FOR CEYLON:

POUR CEYLAN:

錫蘭:

За Цейлон:

POR CEILÁN:

FOR CHILE:

POUR LE CHILI:

智利:

За Чили:

POR CHILE:

FOR CHINA:

POUR LA CHINE:

中國:

3a Китай:

POR LA CHINA:

乃
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可。

[1]

劉善章

中華民國政府為中國之唯一合法政府，所簽署
此項宣言，特此表示兩國政府部長名義：凡即中
華人民之公使及領事官所簽署而為兩國政府
留作存照，庶勿致誤。

[1]

劉善章

¹ Liu Tsing-chang.

For translation of the declaration, see *post*, p. 1995.

FOR COLOMBIA:

POUR LA COLOMBIE:

哥倫比亞:

За Колумбію:

POR COLOMBIA:

Firma sujeta a ratificación.

A. ARAUJO-GRAU

FOR COSTA RICA:

POUR LE COSTA RICA:

哥斯大黎加:

За Коста-Рику:

POR COSTA RICA:

Firma sujeta a ratificación.

MARIA DEL C. CHITTENDEN

FOR CUBA:

POUR CUBA:

古巴:

За Кубу:

POR CUBA:

Sujeto a ratificación. La firma en nombre de Cuba del presente Protocolo que prolonga la vigencia del Convenio Internacional del Azúcar de 1958, en cuyos Artículos 14 y 34 se menciona a China (Taiwán) en ningún momento significa, por parte del Gobierno de Cuba, reconocimiento del gobierno de Chiang Kai-shek sobre el territorio de Taiwán ni reconocimiento del llamado "Gobierno Nacionalista de China" como gobierno legal o competente de China.^[1]

ALBA GRIÑÁN

¹ For translation of the statement, see *post*, p. 1995.

FOR CZECHOSLOVAKIA:

POUR LA TCHÉCOSLOVAQUIE:

捷克斯拉夫:

За Чехословакию:

POR CHECOESLOVAQUIA:

This signature is not subject to ratification, acceptance or approval.

ZDENĚK TRHLÍK

FOR DENMARK:

POUR LE DANEMARK:

丹麥:

За Даннию:

POR DINAMARCA:

This signature is not subject to ratification, acceptance or approval.

E. KRISTIANSEN

FOR THE DOMINICAN REPUBLIC:

POUR LA RÉPUBLIQUE DOMINICAINE:

多 厥加共和國:

За Доминиканскую Республику:

POR LA REPÚBLICA DOMINICANA:

Sujeto a ratificación.

DR. A. ESPAILLAT

FOR ECUADOR:

POUR L'ÉQUATEUR:

厄瓜多:

За Эквадор:

POR EL ECUADOR:

Sujeto a ratificación.

JORGE MANTILLA ORTEGA

FOR EL SALVADOR:

POUR LE SALVADOR:

薩爾瓦多:

За Сальвадор:

POR EL SALVADOR:

Esta firma está sujeta a ratificación.

MARIO DALPONTE

FOR FINLAND:

POUR LA FINLANDE:

芬兰:

За Финляндию:

POR FINLANDIA:

FOR FRANCE:

POUR LA FRANCE:

法蘭西:

За Францию:

POR FRANCIA:

Cette signature n'est pas soumise à ratification, acceptation ou approbation.

G. DE COURCEL

FOR THE FEDERAL REPUBLIC OF GERMANY:

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:

德意志聯邦共和國:

За Федеративную Республику Германи:

POR LA REPÚBLICA FEDERAL DE ALEMANIA:

Subject to acceptance.

HERBERT BLANKENHORN

FOR GHANA:**POUR LE GHANA:****迦納:****За Гану:****POR GHANA:****FOR GREECE:****POUR LA GRÈCE:****希臘:****За Грецијо:****POR GRECIA:****FOR GUATEMALA:****POUR LE GUATEMALA:****瓜地馬拉:****За Гватемалу:****POR GUATEMALA:****FOR HAITI:****POUR HAÏTI:****海地:****За Гаити:****POR HAITÍ:**

This signature is not subject to ratification, acceptance or approval.

DELORME MÉHU

FOR HUNGARY:

POUR LA HONGRIE:

匈牙利:

За Венгрию:

POR HUNGRÍA:

This signature is not subject to ratification, acceptance or approval. Subject to the reservations made on the accession of the Government of the Hungarian People's Republic to the International Sugar Agreement of 1958.

SUMI JÓZSEF

FOR INDIA:

POUR L'INDE:

印度:

За Индию:

POR LA INDIA:

This signature is not subject to Ratification, Acceptance or Approval.

Subject to the declaration and reservations made by the Government of India on their accession to the International Sugar Agreement of 1958.

JIVRAJ N. MEHTA

FOR INDONESIA:

POUR L'INDONÉSIE:

印度尼西亞:

За Индонезию:

POR INDONESIA:

Subject to acceptance.

S. SURYO-DI-PURO

FOR IRELAND:**POUR L'IRLANDE:****愛爾蘭:****За Ирландию:****POR IRLANDA:**

Subject to Ratification.

JOHN GERALD MOLLOY

FOR ISRAEL:**POUR ISRAËL:****以色列:****За Израиль:****POR ISRAEL:****FOR ITALY:****POUR L'ITALIE:****義大利:****За Италию:****POR ITALIA:**

Subject to ratification.

GASTONE GUIDOTTI

FOR JAMAICA:**POUR LA JAMAÏQUE:****牙買加:****За Ямайку:****POR JAMAICA:**

This signature is not subject to ratification, acceptance or approval.

H. LINDO

FOR JAPAN:

POUR LE JAPON:

日本:

За Японию:

POR EL JAPÓN:

This signature is not subject to ratification, acceptance or approval.

S. SHIMA

FOR MADAGASCAR:

POUR MADAGASCAR:

馬達加斯加:

За Мадагаскар:

POR MADAGASCAR:

Subject to ratification.

J. A. RAZAFIMBAHINY

FOR MALAYSIA:

POUR LA MALAISIE:

馬來亞聯邦:

За Малайскую Федерацию:

POR MALASIA:

FOR MEXICO:

POUR LE MEXIQUE:

墨西哥:

За Мексику:

POR MÉXICO:

Sujeto a ratificación.

EDUARDO SUÁREZ

FOR MOROCCO:**POUR LE MAROC:****摩洛哥:****За Марокко:****POR MARRUECOS:**

Sous réserve de ratification.

 عائشة محمد بن يوسف^[1]**FOR THE NETHERLANDS:****POUR LES PAYS-BAS:****荷兰:****За Нидерланды:****POR LOS PAÍSES BAJOS:**

This signature is not subject to ratification, acceptance or approval.

J. H. VAN ROIJEN

FOR NEW ZEALAND:**POUR LA NOUVELLE-ZÉLANDE:****紐西蘭:****За Новую Зеландию:****POR NUEVA ZELANDIA:**

This signature is not subject to ratification, acceptance or approval.

T. L. MACDONALD

¹ Aisha Mohamed Ben Youssef.

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜:

За Никарагуа:

POR NICARAGUA:

Sujeto a ratificación.

J. L. SANDINO

FOR NIGERIA:

POUR LA NIGÉRIA:

奈及利亞:

За Нігерію:

POR NIGERIA:

Subject to ratification.

L. J. DOSUNMU

FOR NORWAY:

POUR LA NORVÈGE:

挪威:

За Норвегијо:

POR NORUEGA:

FOR PAKISTAN:

POUR LE PAKISTAN:

巴基斯坦:

За Пакистан:

POR EL PAKISTÁN:

FOR PANAMA:

POUR LE PANAMA:

巴拿馬:

За Панаму:

POR PANAMÁ:

FOR PERU:

POUR LE PÉROU:

祕魯:

За Перу:

POR EL PERÚ:

Firma sujeta a aprobación.

CARLOS GAMARRA VARGAS

FOR THE PHILIPPINES:

POUR LES PHILIPPINES:

菲律賓:

За Филиппины:

POR FILIPINAS:

Subject to ratification.

TIBURCIO C. BAJA

FOR POLAND:

POUR LA POLOGNE:

波蘭:

За Польшу:

POR POLONIA:

Subject to ratification.

J. MORAWSKI

FOR PORTUGAL:

POUR LE PORTUGAL:

葡萄牙:

За Португалию:

POR PORTUGAL:

Subject to ratification.

MANUEL ROCETA

FOR SIERRA LEONE:

POUR LE SIERRA LEONE:

獅子山:

За Сьерра-Леоне:

POR SIERRA LEONA:

This signature is not subject to ratification, acceptance or approval.

R. E. KELFA-CAULKER

FOR SOUTH AFRICA:

POUR L'AFRIQUE DU SUD:

南非:

За Южную Африку:

POR SUDÁFRICA:

This signature is not subject to ratification, acceptance or approval.

J. VAN DALSEN

FOR SWEDEN:

POUR LA SUÈDE:

瑞典:

За Швецию:

POR SUECIA:

FOR TRINIDAD AND TOBAGO:

POUR LA TRINITÉ ET TOBAGO:

千里達及托貝哥：

За Тринидад и Тобаго:

POR TRINIDAD Y TABAGO:

This signature is not subject to ratification, acceptance or approval.

W. ANDREW ROSE

FOR TUNISIA:

POUR LA TUNISIE:

突尼西亞：

За Тунис:

POR TÚNEZ:

Subject to ratification.

M'HAMED ESSAAFI

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:

蘇維埃社會主義共和國聯邦：

За Союз Советских Социалистических Республик:

POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

Эта подпись не подлежит последующей ратификации, принятию или утверждению. Понимается, что оговорки, сделанные Советским Союзом при ратификации Протокола 1963 года о продлении Международного соглашения по сахару 1958 года, остаются в силе.

B. РОПНОВ^[1]

^[1] V. Ropnov.

For translation of the statement, see *post*, p. 1997.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國：

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

This signature is not subject to ratification, acceptance or approval.

At the time of signing the present Protocol I declare that since the Government of the United Kingdom do not recognise the Nationalist Chinese authorities as the competent Government of China, they cannot regard signature of the Protocol by a Nationalist Chinese representative as a valid signature on behalf of China.

The Government of the United Kingdom interpret Article 38 (6) of the Agreement as requiring the Government of the country where the Council is situated to exempt from taxation the assets, income and other property of the Council and the remuneration paid by the Council to those of its employees who are not nationals of the country where the Council is situated.

MICHAEL STEWART

FOR THE UNITED STATES OF AMERICA:

POUR LES ETATS-UNIS D'AMÉRIQUE:

美利堅合衆國：

За Соединенные Штаты Америки:

POR LOS ESTADOS UNIDOS DE AMÉRICA:

This signature is not subject to ratification, acceptance or approval.

PHILIP M. KAISER

FOR THE UPPER VOLTA:

POUR LA HAUTE-VOLTA:

上伏爾他:

За Верхнюю Вольту:

POR EL ALTO VOLTA:

Cette signature n'est pas soumise à ratification, acceptation ou approbation.

G. K. OUÉDRAOGO



Certified a true copy :

10 January, 1966.

*Deputy Librarian and Keeper of the Papers for
the Secretary of State for Foreign Affairs.*

Note by the Department of State

The Protocol for the Further Prolongation of the International Sugar Agreement of 1958, which was open for signature at London from November 1 to December 23, 1965, inclusive, was signed in behalf of the following countries and, where the signature was subject to ratification, acceptance, approval or accession, was approved by them in accordance with Article 5(2), as indicated:

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification, acceptance, approval or accession</u>
Argentina ¹	December 23, 1965	December 31, 1965
Australia	December 21, 1965	
Belgium ²	December 22, 1965	December 22, 1965
Brazil ¹	December 20, 1965	December 21, 1965
Canada	December 21, 1965	
China, Republic of ³	December 20, 1965	
Colombia ¹	November 22, 1965	December 8, 1965
Costa Rica ¹	December 6, 1965	December 31, 1965
Cuba ⁴	December 17, 1965	December 23, 1965
Czechoslovakia	December 21, 1965	
Denmark	December 17, 1965	
Dominican Republic ¹	December 20, 1965	December 31, 1965
Ecuador ¹	December 21, 1965	December 31, 1965

¹ Signed, subject to ratification.

² Signed, subject to ratification, with the following statement:

"This signature is made in the name of the Belgium-Luxembourg Economic Union." (Translation.)

³ Signed, with the following declaration:

"The Government of the Republic of China is the only legitimate Government of China. In signing this Protocol, I solemnly declare, in the name of my Government, that any statements or reservations made thereto which are incompatible with the legitimate position of the Republic of China are illegal and therefore null and void." (Translation.)

⁴ Signed, subject to ratification, with the following statement:

"The signature, on behalf of Cuba, of this Protocol extending the validity of the International Sugar Agreement of 1958, Articles 14 and 34 of which mention China (Taiwan), in no way signifies recognition by the Government of Cuba of the Government of Chiang Kai-shek over Taiwan territory or recognition of the so-called 'Nationalist Government of China' as the legal or competent Government of China." (Translation.)

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification, acceptance, approval or accession</u>
El Salvador ¹	November 26, 1965	December 17, 1965
France	December 22, 1965	
Germany, Federal Republic of ²	December 16, 1965	December 31, 1965
Haiti	December 23, 1965	
Hungary ³	December 16, 1965	
India ⁴	December 23, 1965	
Indonesia ²	December 21, 1965	December 31, 1965
Ireland ¹	December 22, 1965	December 31, 1965
Italy ¹	December 20, 1965	December 31, 1965
Jamaica	December 15, 1965	
Japan	December 16, 1965	
Madagascar ¹	December 22, 1965	December 30, 1965
Mexico ¹	December 20, 1965	December 31, 1965
Morocco ¹	December 22, 1965	December 30, 1965
Netherlands	December 23, 1965	
New Zealand	December 22, 1965	
Nicaragua ¹	December 20, 1965	December 20, 1965
Nigeria ¹	December 21, 1965	December 30, 1965
Peru ⁵	November 1, 1965	December 20, 1965
Philippines ¹	December 10, 1965	December 31, 1965
Poland ¹	December 21, 1965	December 31, 1965
Portugal ¹	December 22, 1965	December 23, 1965
Sierra Leone	December 21, 1965	
South Africa	December 21, 1965	
Trinidad and Tobago	December 21, 1965	
Tunisia ¹	December 20, 1965	December 31, 1965

¹ Signed, subject to ratification.

² Signed, subject to acceptance.

³ Signed, with the following statement:

"Subject to the reservations made on the accession of the Government of the Hungarian People's Republic to the International Sugar Agreement of 1958."

⁴ Signed, with the following statement:

"Subject to the declaration and reservations made by the Government of India on their accession to the International Sugar Agreement of 1958."

⁵ Signed, subject to approval.

<u>Country</u>	<u>Date of signature</u>	<u>Date of deposit of notification of intent to seek ratification, acceptance, approval or accession</u>
Union of Soviet Socialist Republics ¹	December 17, 1965	
United Kingdom of Great Britain and Northern Ireland ²	December 23, 1965	
United States of America	December 23, 1965	
Upper Volta	December 23, 1965	

¹ Signed, with the following statement:

"It is understood that the reservations made by the Soviet Union upon ratification of the 1963 Protocol extending the International Sugar Agreement of 1958 remain in effect." (Translation.)

² Signed, with the following declaration:

"At the time of signing the present Protocol I declare that since the Government of the United Kingdom do not recognise the Nationalist Chinese authorities as the competent Government of China, they cannot regard signature of the Protocol by a Nationalist Chinese representative as a valid signature on behalf of China.

"The Government of the United Kingdom interpret Article 38(6) of the Agreement as requiring the Government of the country where the Council is situated to exempt from taxation the assets, income and other property of the Council and the remuneration paid by the Council to those of its employees who are not nationals of the country where the Council is situated."

AUSTRALIA

Tracking Stations

Agreement amending the agreement of February 26, 1960, as amended.

Effectuated by exchange of notes

Signed at Canberra December 7, 1965;
Entered into force December 7, 1965.

The American Ambassador to the Australian Acting Minister for External Affairs

No. 99

DECEMBER 7, 1965

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 February 26, 1960,[¹] as amended by an exchange of notes on January 9 and February 11, 1963,[²] as amended by an exchange of notes on October 22, 1963,[³] and as further amended by an exchange of notes on February 10, 1965.[⁴] 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 about the need for the installation and operation of an additional tracking and data acquisition station in Australia to accommodate coverage of future scientific programs.

In view of the mutual benefits to be derived by our two Governments from the establishment of the additional station, it is proposed that a subparagraph 2(j) be added to the Agreement, to read as follows:

¹ TIAS 4435; 11 UST 223.

² TIAS 5291; 14 UST 169.

³ TIAS 5447; 14 UST 1493.

⁴ TIAS 5763; Ante, p. 79.

“(j) Applications Technology Satellite (ATS) facility at Cooby Creek, Darling Downs near Toowoomba.”

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.

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

EDWARD CLARK

The Honorable

THE ACTING MINISTER FOR EXTERNAL AFFAIRS,
Canberra.

The Australian Acting Minister for External Affairs to the American Ambassador

ACTING MINISTER FOR EXTERNAL AFFAIRS
CANBERRA. A.C.T.

7th December, 1965.

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Excellency's Note of today's date reading as follows:-

“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 February 26, 1960, as amended by an exchange of notes on January 9 and February 11, 1963, as amended by an exchange of notes on October 22, 1963, and as further amended by an exchange of notes on February 10, 1965. 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 about the need for the installation and operation of an additional tracking and data acquisition station in Australia to accommodate coverage of future scientific programs.

In view of the mutual benefits to be derived by our two Governments from the establishment of the additional station, it is proposed that a subparagraph 2(j) be added to the Agreement, to read as follows:

“(j) Applications Technology Satellite (ATS) facility at Cooby Creek, Darling Downs near Toowoomba.”

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.

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

I have the honour to confirm that this proposal is acceptable to the Government of the Commonwealth of Australia, which concurs in the suggestion that Your Excellency's Note and my present reply shall constitute an agreement between our two Governments, such agreement to enter into force on today's date.

I have the honour to be, with high consideration,
Your Excellency's obedient servant,

ROBERT MENZIES

R.G. Menzies

His Excellency Mr. EDWARD CLARK,
Ambassador of the United States of America,
Canberra. A.C.T.

DEMOCRATIC REPUBLIC OF THE CONGO

Agricultural Commodities

*Agreement signed at Léopoldville July 19, 1965;
Entered into force July 19, 1965.
With exchange of notes.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO 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 Democratic 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 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;

Desiring to set forth the understandings which will govern the sales, as specified below, of agricultural commodities to the Government of the Democratic Republic of 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 CONGOLESE FRANCS

1. Subject to issuance by the Government of the United States of America and acceptance by the Government of the Democratic Republic of the Congo purchase authorizations and to the availability of the specified 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 Democratic Republic of the Congo of the following agricultural commodities in the amounts indicated:

<u>Commodity</u>	<u>Export Market Value (millions)</u>
Cotton, upland	\$3. 5
Wheat flour	4. 4
Rice, milled	4. 2
 Total	 \$12. 1

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 Congo francs accruing from such sale, and other relevant matters.

3. The Government of the United States of America will finance ocean transportation costs incurred pursuant to this agreement only to the extent that such costs are higher than otherwise would be the case by reason of the requirement that approximately 50 percent by tonnage of the commodities be transported in United States flag vessels. The balance of cost for commodities required to be carried in United States flag vessels shall be paid in dollars by the Government of the Democratic Republic of the Congo. The Government of the Democratic Republic of the Congo will not be required to deposit Congo francs for ocean transportation financed by the Government of the United States of America.

Promptly after contracting for United States flag shipping space required to be used, and in any event not later than presentation of vessel for loading, the Government of the Democratic Republic of the Congo will open a letter of credit, in dollars, for the estimated cost of ocean transportation for commodities carried in United States flag vessels.

ARTICLE IIUSES OF CONGO FRANCS

The 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 proportions shown.

A. For United States expenditures under subsections (a), (b), (c), (d), (f) and (h) through (t) of Section 104 of the Act, or under any of such subsections, 15 percent of the Congo francs accruing pursuant to this agreement.

B. For a loan to the Government of the Democratic Republic of the Congo 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 the Democratic Republic of the Congo, as may be mutually agreed, 85 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 three years from the date of this agreement, the Government of the United States of America may use the Congo francs for any purpose authorized by Section 104 of the Act.

ARTICLE IIIDEPOSIT OF CONGO FRANCS

1. The Government of the Democratic Republic of the Congo will deposit to the account of the Government of the United States of America an amount of Congo francs equivalent to the dollar sales value of the commodities financed by the Government of the United States of America converted into Congo francs as follows:

- (a) at the rate for dollar exchange applicable to commercial import transactions on the dates of dollar disbursement 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 Congo, 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 Republic of the Congo and the Government of the United States of America.

2. The Government of the United States of America shall determine which of its funds shall be used to pay any refunds of Congo francs which become due under this agreement or which are due or

become due under any prior agricultural commodities agreement. A reserve will be maintained under this agreement for two years from the effective date of this agreement which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total Congo francs accruing to the Government of the United States of America under this agreement.

ARTICLE IV

GENERAL UNDERTAKINGS

1. The Government of the Democratic Republic of the Congo will take all possible measures to prevent the resale of transhipment to other countries or the use for other than domestic purposes 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 with the final date on which such commodities are received and utilized; 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 and 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 Democratic Republic of the Congo will furnish quarterly information on the progress of the program, particularly with respect to the arrival and condition of commodities, provisions for the maintenance of usual marketings, and information relating to imports and 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 Leopoldville in duplicate this 19 date of July 1965.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

G. McMURTRIE GODLEY

FOR THE GOVERNMENT OF
THE DEMOCRATIC REPUBLIC
OF THE CONGO

M. TSHOMBE

**ACCORD SUR LA FOURNITURE DE PRODUITS AGRICOLES
ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE
ET LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DU CONGO EN VERTU DU TITRE I DE LA LOI
SUR LE DEVELOPPEMENT DU COMMERCE ET DE L'AIDE
EN PRODUITS AGRICOLES, TELLE QUE MODIFIEE**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique du Congo:

Reconnaissant qu'il est désirable développer le commerce des produits agricoles entre leurs deux pays et avec d'autres nations amies, d'une manière qui ne puisse remplacer les marchés habituels des Etats-Unis d'Amérique pour ces produits ni indûment déséquilibrer les prix mondiaux des produits agricoles ou les relations commerciales normales avec les nations amies;

Considérant que l'achat en francs congolais de produits agricoles produits par les Etats-Unis d'Amérique aidera à l'accomplissement de ce développement;

Considérant que les francs congolais provenant de ces achats seront utilisés de manière profitable pour les deux pays;

Désirant établir les conventions applicables aux ventes, spécifiées ci-après, de produits agricoles, au Gouvernement de la République Démocratique du Congo conformément aux dispositions du Titre I de la Loi sur le Développement du Commerce et de l'Aide en Produits Agricoles, telle que modifiée (ci-après dénommée la Loi) et les mesures qui seront prises par les deux gouvernements tant individuellement que collectivement pour poursuivre le développement du commerce des produits agricoles;

Ont convenu ce qui suit:

ARTICLE IVENTES 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 Démocratique du Congo, des Autorisations d'achat et de la disponibilité, dans le cadre de la loi, des produits spécifiés au moment de leur exportation, le Gouvernement des Etats-Unis d'Amérique s'engage à financer les ventes en francs congolais aux acheteurs autorisés par le Gouvernement de la République Démocratique du Congo des produits agricoles ci-après, pour les montants indiqués:

<u>Produit</u>	<u>Valeur du Marché d'Exportation (millions)</u>
Coton Upland	\$3. 5
Farine de froment	4. 4
Riz usiné	4. 2
 Total	 \$12. 1

2. Les demandes d'autorisations d'achat seront faites endéans les 90 jours suivant la date effective du présent accord; toutefois, les demandes d'autorisations d'achat pour tous produits ou montants supplémentaires qui seraient prévus dans tout avenant au présent accord, seront faites endéans les 90 jours suivant la date effective de l'avenant.

Les autorisations d'achat comprendront les clauses relatives à la vente et à la livraison des produits, au moment et aux conditions de dépôt des francs congolais provenant de ces ventes ainsi que toutes autres dispositions nécessaires.

3. Le Gouvernement des Etats-Unis d'Amérique financera le coût du frêt maritime dû en vertu du présent accord mais seulement dans la mesure où ce coût sera supérieur à ce qu'il serait si n'était appliquée la clause imposant qu'approximativement 50% du tonnage des produits soient transportés par navires battant pavillon américain. La différence du coût pour les produits dont le transport par navires battant pavillon américain est requis sera payée en dollars par le Gouvernement de la République Démocratique du Congo. Le Gouvernement de la République Démocratique du Congo n'aura pas à déposer de francs congolais pour le coût du frêt maritime financé par le Gouvernement des Etats-Unis d'Amérique.

Aussitôt après que contrat aura été fait réservant le frêt nécessaire à bord d'un navire battant pavillon américain et, en tout cas, au plus tard au moment où le navire est prêt à charger, le Gouvernement de la République Démocratique du Congo ouvrira une lettre de crédit en dollars pour le montant estimé du coût du frêt maritime pour les produits transportés par navires battant pavillon américain.

ARTICLE IIUTILISATION DES FRANCS CONGOLAIS

Les francs congolais acquis au Gouvernement des Etats-Unis d'Amérique provenant des ventes faites conformément au présent accord seront utilisés par le Gouvernement des Etats-Unis d'Amérique, de la manière et dans l'ordre de priorité que le Gouvernement des Etats-Unis déterminera, pour les objectifs suivants dans les proportions ci-après.

- A. Pour les dépenses des Etats-Unis au titre des paragraphes (a), (b), (c), (d), (f) et (h) à (t) du chapitre 104 de la loi ou de l'un quelconque de ces paragraphes, 15 pour cent des francs congolais acquis conformément au présent accord.
- B. Comme prêt au Gouvernement de la République Démocratique du Congo au titre du Chapitre 104 (g) de la loi, pour le financement de projets pour le développement économique, y compris les projets non encore inscrits au programme du Gouvernement de la République Démocratique du Congo qui pourront être agréés de commun accord, 85 pour cent des francs congolais acquis conformément au présent accord.

Les clauses et conditions du prêt et autres dispositions y relatives feront l'objet d'un accord de prêt séparé. Dans le cas où, endéans les trois ans de la date du présent accord, un accord ne serait pas réalisé quant à l'utilisation des francs congolais du prêt conformément au chapitre 104 (g) de la loi, le Gouvernement des Etats-Unis d'Amérique pourra utiliser ces francs congolais pour tout objectif autorisé par le Chapitre 104 de la loi.

ARTICLE IIIDEPOT DES FRANCS CONGOLAIS

1. Le Gouvernement de la République Démocratique du Congo déposera au compte du Gouvernement des Etats-Unis d'Amérique un montant de francs congolais équivalent à la valeur en dollars des ventes de produits financés par le Gouvernement des Etats-Unis d'Amérique, converti en francs congolais comme suit:

- (a) au taux de change du dollar applicable aux opérations commerciales à l'importation, en vigueur à la date des paiements en dollars par les Etats-Unis, pour autant qu'un taux de change unique soit fixé par le Gouvernement de la République Démocratique du Congo pour toutes les opérations en monnaies étrangères, ou;
- (b) Dans le cas où plus d'un taux légal de change existerait, à un taux de change agréé périodiquement de commun accord entre le Gouvernement de la République Démocratique du Congo et le Gouvernement des Etats-Unis d'Amérique.

2. Le Gouvernement des Etats-Unis d'Amérique déterminera quels fonds seront utilisés pour le paiement de tous remboursements de francs congolais qui seraient dus dans le cadre du présent accord ou qui sont ou seraient dus en vertu d'accords agricoles antérieurs.

Une réserve, qui sera constituée sous le présent accord pour une période de deux ans à dater de sa mise en vigueur, pourra être utilisée pour le paiement desdits remboursements.

Tout paiement fait de cette réserve sera déduit du total des francs congolais acquis au Gouvernement des Etats-Unis dans le cadre du présent accord.

ARTICLE IV

DISPOSITIONS GENERALES

1. Le Gouvernement de la République Démocratique du Congo prendra toutes dispositions utiles pour prévenir la revente ou le transbordement des produits agricoles achetés dans le cadre du présent accord, l'utilisation de ces produits à des fins autres que pour usage interne; pour prévenir l'exportation de tous produits, d'origine domestique ou étrangère, identiques ou similaires aux produits achetés aux termes du présent accord, pendant une période commençant à la date dudit accord et se terminant à la date finale de réception et d'utilisation desdits produits; et pour s'assurer que l'achat de ces produits aux termes du présent accord n'ait pas pour résultat d'augmenter les disponibilités en produits semblables ou similaires dans des pays hostiles aux Etats-Unis d'Amérique.

2. Les deux Gouvernements prendront toutes précautions raisonnables pour assurer que toutes les ventes et achats de produits agricoles aux termes du présent accord ne remplacent les marchés normaux des Etats-Unis d'Amérique pour ces produits, ne déséquilibrent indûment les prix mondiaux des produits agricoles ou ne contrarient les relations commerciales normales avec des nations amies.

3. En appliquant le présent accord, les deux Gouvernements chercheront à assurer aux commerçants des conditions commerciales leur permettant de fonctionner efficacement et s'efforceront de développer et d'accroître la demande continue de produits agricoles.

4. Le Gouvernement de la République Démocratique du Congo fournira trimestriellement des renseignements sur l'évolution du programme, particulièrement en ce qui concerne l'arrivée et l'état des produits; les dispositions pour le maintien des marchés normaux et les informations concernant les importations et exportations des produits semblables ou similaires.

ARTICLE VCONSULTATION

Les deux Gouvernements, sur demande de l'un d'eux, se consulteront sur toute question relative à l'application du présent accord ou sur l'exécution des dispositions prises en vertu dudit accord.

ARTICLE VIENTREE EN VIGUEUR

Le présent accord entrera en vigueur dès sa signature.

EN FOI DE QUOI, les délégués respectifs, dûment autorisés à cet effet, ont signé le présent accord.

Fait à Léopoldville, en double exemplaire, ce le 19 Juillet 1965

POUR LE GOUVERNEMENT
DE LA REPUBLIQUE DEMOCRA-
TIQUE DU CONGO,

M. TSHOMBE

POUR LE GOUVERNEMENT
DES ETATS-UNIS
D'AMERIQUE

G. McMURTRIE GODLEY

*The American Ambassador to the Congolese Minister of Foreign Affairs
(Prime Minister)*

No. 154

LEOPOLDVILLE, July 19, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed today and to inform you of my Government's understanding of the following:

(1) There are no usual marketing requirements for the commodities financed under the agreement. However, should upland cotton be exported during the period in which cotton financed under the agreement is being imported and utilized, the Government of the Democratic Republic of the Congo will reimburse the Government of the United States of America in dollars for the equivalent quantity of such exports at the per bale value of the cotton received under the agreement. Reimbursement would not be in excess of the total amount financed for cotton shipped under the agreement.

Also, should any textiles be exported from the Congo during the period in which cotton financed under the agreement is being imported and utilized, except for textiles exported pursuant to transactions under Section 104(d) of the Act, the Government of the Democratic Republic of the Congo will reimburse the Government of the United States of America in dollars for the equivalent raw cotton content of such textiles but not in excess of the amount financed for cotton shipped under the agreement.

(2) The Government of the Democratic Republic of the Congo agrees that Congo francs received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks in the Congo selected by the Government of the United States of America.

(3) With regard to paragraph 4 of Article IV of the agreement, the Government of the Democratic Republic of the Congo agrees to furnish quarterly the following information in connection with each shipment of commodities received under the agreement: the name of each vessel, the date of arrival, the port of arrival, quantity received, the condition in which received, the date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Government of the Democratic Republic of the Congo agrees to furnish quarterly: (a) a statement of measures it has taken to prevent the resale or transshipment of the commodities furnished, and (b) assurances that the program has not resulted in increased availability of the commodities to other nations.

The Government of the Democratic Republic of the Congo further agrees that the above statements will be accompanied by statistical data on imports and exports by country of origin or destination of these commodities.

(4) The Government of the Democratic Republic of the Congo will provide, upon request of the Government of the United States of America, facilities for conversion into other non-dollar currencies of the following amounts of Congo francs: for purposes of Section 104 (a) of the Act, \$242,000 worth or two percent of the Congo francs accruing under the agreement, whichever is greater, to finance agricultural market development activities in other countries; and for the purposes of Section 104 (h) of the Act and for the purposes of the Mutual Educational and Cultural Exchange Act of 1961,^[1] up to \$135,000 worth of Congo francs to finance educational and cultural exchange programs and activities in other countries.

(5) The Government of the United States of America may utilize Congo francs in the Congo to pay for travel which is part of a trip in which the traveler travels from, to or through 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 Congo francs may be utilized shall not be limited to services provided by the Congo transportation facilities.

I shall appreciate receiving your Excellency's confirmation of the above understanding.

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

G. McMURTRIE GODLEY

His Excellency

MOISE TSHOMBE

*Minister of Foreign Affairs
Leopoldville*

The Congolese Prime Minister to the American Ambassador

RÉPUBLIQUE DÉMOCRATIQUE DU CONGO
Gouvernement Central

Cabinet du Premier Ministre

LÉOPOLDVILLE, le 17 juillet 1965 [2]

Monsieur l'AMBASSADEUR DES ETATS-UNIS
D'AMÉRIQUE
Leopoldville

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer à votre dépêche No 154 où vous me faites connaître l'interprétation de votre Gouvernement quant à différents points relatifs à l'accord sur les produits agricoles.

¹ 75 Stat. 527; 22 U.S.C. § 2451 note.

² Should read "le 19 juillet 1965".

Je vous confirme que cette interprétation est également celle de mon Gouvernement, spécifiquement:

1. Les produits dont l'achat est financé par l'accord, ne seront pas soumis aux restrictions en matière de "marchés habituels". Si du coton "upland" était exporté, simultanément à une importation financée par l'AID, le montant de cette exportation serait remboursé en dollars au Gouvernement Américain, tout en n'excédant pas la valeur totale financée pour le coton embarqué aux termes de l'accord. Si des textiles, autres que ceux prévus à la Section 104 (d) de la Loi étaient exportés pendant la période de financement, l'équivalent du coton brut utilisé dans ces textiles serait remboursé au Gouvernement Américain, sans toutefois dépasser le montant financé pour le coton aux termes de l'accord.
2. Le Gouvernement Américain pourra déposer dans une Banque au Congo, et dans un compte portant intérêt les francs congolais qui lui reviendront aux termes de l'accord. En tout état de cause, le Gouvernement des Etats-Unis effectuerait des consultations avec les autorités congolaises avant de prendre toutes mesures à cet effet.
3. Le Gouvernement de la République Démocratique du Congo fournira trimestriellement les informations relatives à chaque envoi de produits reçus aux termes de l'accord, ainsi qu'un relevé des mesures qu'il aura prises pour en empêcher la revente, le transbordement. Il certifiera également que le programme n'augmente pas les disponibilités de ces produits à d'autres nations.
4. Mon Gouvernement confirme qu'il accepte l'interprétation du Vôtre concernant l'utilisation de \$242.000.—et de \$135.000.— pour le financement de marchés agricoles et de programmes culturels, et donne son accord pour le paiement en francs congolais, des parcours et voyages officiels des fonctionnaires du Gouvernement Américain ou des fonctionnaires qui effectuent des voyages en relation avec les activités financées par le Gouvernement des U.S.A.

Veuillez accepter, Monsieur l'Ambassadeur, l'assurance de ma haute considération.

Le Premier Ministre
M. TSHOMBE

Dr. Moïse Tshombe

Translation

DEMOCRATIC REPUBLIC OF THE CONGO
Central Government
Office of the Prime Minister

LÉOPOLDVILLE, July 17, 1965 [1]

THE AMBASSADOR OF THE
UNITED STATES OF AMERICA,
Léopoldville.

MR. AMBASSADOR:

I have the honor to refer to your despatch No. 154, informing me of your Government's understanding of various points relating to the Agricultural Commodities Agreement.

I confirm to you that this is also my Government's understanding, specifically:

1. The commodities the purchase of which is financed by the agreement shall not be subject to the "usual marketing" restrictions. Should upland cotton be exported at the same time as an importation financed by AID, the American Government would be reimbursed in dollars for the amount of such exportation, but not in excess of the total amount financed for cotton shipped under the agreement. Should any textiles, except those referred to in Section 104 (d) of the Act, be exported during the financing period, the American Government would be reimbursed for the equivalent of the raw cotton used in such textiles, but not in excess of the amount financed for cotton under the agreement.

2. The American Government may deposit in a bank in the Congo, in an interest-bearing account, the Congolese francs accruing to it under the agreement. In any case, the Government of the United States would consult the Congolese authorities before taking any action for such purpose.

3. The Government of the Democratic Republic of the Congo will furnish quarterly information in connection with each shipment of commodities received under the agreement, and a statement of measures it has taken to prevent their resale or transshipment. It will also certify that the program is not increasing the availability of such commodities to other nations.

4. My Government confirms that it accepts your Government's understanding of the use of \$242,000 and \$135,000 to finance agricul-

¹ Should read "July 19, 1965".

tural markets and cultural programs and agrees to pay in Congolese francs for official trips and travel by officials of the American Government or officials who are traveling in connection with activities financed by the Government of the United States of America.

Accept, Mr. Ambassador, the assurance of my high consideration.

M. TSHOMBÉ

Dr. Moïse Tshombé
Prime Minister

*The American Ambassador to the Congolese Minister of Foreign Affairs
(Prime Minister)*

JULY 19, 1965

EXCELLENCY:

I have the honor to refer to paragraph (2) of the note relating to the agricultural commodities agreement signed today by our two Governments which provides that Congo francs received by the Government of the United States of America under the agreement may be deposited in interest-bearing accounts in banks of the Congo selected by the Government of the United States.

I wish to assure Your Excellency that the Government of the United States of America would not utilize this provision in a manner that might jeopardize the stabilization program of the Democratic Republic of the Congo which my Government has consistently supported and that we would consult your Government before taking action under this provision.

Accept, Excellency, the assurance of my highest consideration.

G. McMURTRIE GODLEY

G. McMurtrie Godley
American Ambassador

MOISE TSHOMBE

*Minister of Foreign Affairs
Democratic Republic of the Congo*

ETHIOPIA

Health and Sanitation: United States Naval Medical Research Unit

*Agreement signed at Addis Ababa December 30, 1965;
Entered into force December 30, 1965.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT CONCERNING THE ESTABLISHMENT OF A UNITED STATES NAVAL MEDICAL RESEARCH UNIT IN ETHIOPIA

The Government of the United States of America and the Imperial Ethiopian Government,

Taking into account the friendly relations existing between the two Governments;

Pursuant to the following Articles of the Agreement between the Government of the United States of America and the Imperial Ethiopian Government Concerning the Utilization of Defense Installations Within the Empire of Ethiopia, signed at Washington May 22, 1953 [¹] (hereinafter referred to as "the Agreement of May 22, 1953") : Article I, providing for additional installations; Article V, providing for the protection of the health of the United States forces; and Article IX, providing for technical surveys,

Agree as follows:

Article I. Purpose.

The Government of the United States of America and the Imperial Ethiopian Government, subject to the terms and conditions hereinafter set forth, agree on the desirability of a program of scientific and technical research and training on medical problems within the Empire of Ethiopia (hereinafter referred to as "Ethiopia"), which program is deemed essential pursuant to Articles I, V, and IX of the Agreement of May 22, 1953. For this purpose, the United States Naval Medical Research Unit No. 3 (hereinafter referred to as "NAMRU-3") may establish, as an additional "Installation" provided for in Article I of the Agreement of May 22, 1953, a laboratory at the Imperial Central Laboratory Research Institute, Addis Ababa (hereinafter referred to as "ICLRI") as a center of operations.

¹ TIAS 2964; 5 UST 749.

Article II. Coordination and Liaison.

The Ministry of Public Health shall be designated the responsible agency for the Imperial Ethiopian Government. NAMRU-3 shall be the responsible agency for the United States Government. Liaison shall be maintained through ICLRI.

Article III. Facilities.

The Imperial Ethiopian Government shall make available to NAMRU-3 for the duration of this Agreement, the ICLRI Vaccine Production Building. There shall be no rental or other charge for the use of these facilities by NAMRU-3. Within the budgetary limitations, the IEG shall modify this building under the technical guidance of ICLRI and NAMRU-3 to render it suitable for the purpose intended. The ICLRI shall maintain and repair the building and provide custodial care and utilities, without cost to the United States Government. The Government of the United States will provide equipment and supplies for the operation of the laboratory and may employ such local personnel as it deems necessary to assist in the installation of the equipment and the operation of the laboratory. Upon the termination of this Agreement, the exclusive use of the building, with all fixed equipment installed by NAMRU-3, shall be handed over to the Imperial Ethiopian Government.

Article IV. Personnel.

The United States Government shall provide technical or other personnel to carry out the medical research program provided for by this Agreement. NAMRU-3 shall be permitted to employ such Ethiopian or resident non-Ethiopian nationals as it may find necessary in the performance of its functions.

Article V. Field Work.

Except in areas where travel might be prohibited for reasons of security or personal safety, personnel and vehicles of NAMRU-3 shall be permitted to travel without restriction throughout Ethiopia for the purpose of gathering research data and of observing various medical phenomena under field conditions. When expeditions are conducted jointly by NAMRU-3 and an agency of the Imperial Ethiopian Government, the expenses shall be shared proportionately by the two Governments. Information gathered on these expeditions shall be available to both Governments. To facilitate epidemiological studies requiring continual intensive work in field locations, the establishment of small field laboratories outside of Addis Ababa shall be permitted. These laboratories will be subordinate to the main NAMRU-3 center

in Addis Ababa and will be staffed with American and local personnel assigned from Addis Ababa. All costs relating to establishment and operation of such field laboratories will be borne by NAMRU-3.

Article VI. Cooperative Programs.

Cooperative programs of research and training shall be encouraged to the extent compatible with the research mission of NAMRU-3. Such cooperative programs may include collaborative studies with ICLRI, Haile Selassie I University and other health and research agencies. Such programs may also include the assignment of qualified Ethiopian research personnel to NAMRU-3 for collaborative research or additional training and the acceptance of university faculty appointments by personnel of NAMRU-3. NAMRU-3 may, in consultation with the Ministry of Public Health, establish direct communications with Ethiopian agencies interested in collaborative research programs or interested in other matters of a purely professional nature. NAMRU-3 shall cooperate to the fullest extent possible, consistent with its research mission, in the study of epidemics of a national emergency severity.

Article VII. Import and Export of Specimens.

Subject to the concurrence of appropriate Imperial Ethiopian Government authorities, NAMRU-3 shall be permitted to import and export, without charge by the Imperial Ethiopian Government, non-infected and infected (but non-infectious) biological specimens in the pursuit of scientific studies.

Article VIII. Short-term Studies Outside Ethiopia.

Subject to the concurrence of the Imperial Ethiopian Government and the other Government concerned, the laboratory may serve as the center of operations for short-term epidemiological studies in other countries.

Article IX. Provision of Reports.

NAMRU-3 shall furnish the Imperial Ethiopian Government with periodic progress reports and publications of the results of its research.

Article X. Agreement of May 22, 1953.

The Government of the United States of America and the Imperial Ethiopian Government conclude this Agreement pursuant to their Agreement of May 22, 1953. All provisions of the Agreement of May 22, 1953 are hereby incorporated into this Agreement except to the extent that they may be inconsistent with the provisions of this Agreement.

Article XI. Entry into Force.

This Agreement shall enter into force upon the date of signature and shall remain in force for ten years and thereafter until terminated by mutual agreement of the two Governments.

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

Done in duplicate at Addis Ababa this 30th day of December, 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE IMPERIAL ETHIOPIAN
GOVERNMENT:

EDWARD M KERRY

RETTA.

[SEAL]

[SEAL]

ETHIOPIA

Agricultural Commodities: Sales Under Title IV

*Agreement signed at Addis Ababa December 14, 1965;
Entered into force December 14, 1965.
With exchange of notes.*

AGRICULTURAL COMMODITIES AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE IMPERIAL ETHIOPIAN GOVERNMENT UNDER TITLE IV OF THE AGRICULTURAL TRADE DEVELOPMENT AND ASSISTANCE ACT, AS AMENDED

The Government of the United States of America and the Imperial Ethiopian Government:

Recognizing the desirability of expanding trade in agricultural commodities between their two countries in a manner which would utilize agricultural commodities, including the products thereof, produced in the United States of America to assist economic development in Ethiopia;

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 Ethiopia under long-term supply and credit arrangements, the resources and manpower in Ethiopia 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 Ethiopia 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 Imperial Ethiopian Government 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 those periods specified in the commodity table which appears below, 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 Imperial Ethiopian Government, of the following:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity (metric tons)</u>	<u>Maximum Export Market Value To Be Financed (\$1,000)</u>
Wheat	United States Fiscal Year 1966	10,000	\$634
Ocean Trans- portation (estimated)			164
TOTAL			\$798

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 may limit the amount of financing provided in the credit purchase authorizations as price declines or other marketing factors require, so that the quantities of commodities financed will not substantially exceed the approximate maximum quantities specified in the Agreement.

2. Credit purchase authorizations will include provisions relating to sale and delivery 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, and delivery is unnecessary or undesirable.

ARTICLE IICREDIT PROVISIONS

1. The Imperial Ethiopian Government 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. Payments of amounts financed in connection with shipments made in each calendar year, including applicable ocean transportation costs related to such deliveries, shall be made in fifteen (15) installments. The first payment shall become due on March 31 immediately following calendar year of shipments. This payment shall be for 20 per cent of the amount of the commodity value financed by the Government of the United States of America on shipments made during the preceding calendar year.

Payment for the balance of the amount financed in connection with shipments made in each calendar year shall be made in fourteen approximately equal annual installments due on March 31 of successive calendar years. 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 begin on the date of the last delivery of commodities in such calendar year and be paid not later than the date on which the annual payments of principal become due. Interest shall be computed at the rate of two and one-half per cent per annum.

4. All payments shall be made in United States dollars and the Imperial Ethiopian Government shall deposit, or cause to be deposited, such payments in the United States Treasury for credit to the Commodity Credit Corporation 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 last delivery of commodities for each calendar year, delivery shall be deemed to have occurred as of the onboard date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier.

ARTICLE IIIGENERAL PROVISIONS

1. The Imperial Ethiopian Government 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 (unless 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 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 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 sales and purchases of commodities pursuant to the Agreement will not displace usual marketings of the United States of America in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade of countries friendly to the United States of America.

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 Imperial Ethiopian Government will furnish information quarterly on the progress of the program, particularly with respect to the arrival and condition of the commodities, provisions for the maintenance of usual marketings, and information relating to imports and exports of the same or like commodities.

ARTICLE IVCONSULTATIONS

The two Governments will, upon request of either of them, consult regarding any matter relating to the application of the 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 at Addis Ababa in duplicate this fourteenth day of December, 1965.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

EDWARD M. KORRY

FOR THE IMPERIAL ETHIOPIAN
GOVERNMENT:

MULATU DEBEBE
Mulatu Debebe
Vice Minister
[SEAL]

The American Ambassador to the Ethiopian Minister of Finance

No. 372

ADDIS ABABA, December 14, 1965

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Imperial Ethiopian Government signed today, and to confirm my Government's understanding of the following:

1. With regard to paragraph 4 of Article III of the Agreement, the Imperial Ethiopian Government agrees to furnish quarterly the following information in connection with each shipment of commodities received under the Agreement: name of each vessel, the date of arrival, the port of arrival, the commodity and quantity received, the condition in which received, date unloading was completed, and the disposition of the cargo, i.e., stored, distributed locally or, if shipped, where shipped. In addition, the Imperial Ethiopian Government agrees to furnish quarterly: (a) statement of measures it has taken to prevent the resale or transshipment of commodities furnished; (b) assurances that the program has not resulted in increased availability of the same or like commodities to other nations; and (c) a statement by the Imperial Ethiopian Government showing progress made toward fulfilling commitments on usual marketings, accompanied by statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the Agreement.

2. Any Ethiopian dollars resulting from the sale within Ethiopia of the commodities purchased pursuant to the Agreement which are loaned by the Imperial Ethiopian Government to private or non-

governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in Ethiopia.

3. As agreed in conversations which have taken place between representatives of our two Governments, the Imperial Ethiopian Government will use the Ethiopian dollars resulting from the sale of commodities financed under the agreement for economic and social development programs as may be mutually agreed upon by our two Governments.

4. The Imperial Ethiopian Government further agrees to furnish the Government of the United States of America semiannual reports showing the total Ethiopian dollars available to the Imperial Ethiopian Government from the sale of the commodities and reports listing the projects being undertaken including information on the name, location and amount invested in each project.

5. In agreeing that delivery of commodities pursuant to the Agreement should not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries, the Imperial Ethiopian Government agrees that it will, in addition to wheat to be programmed under the agreement, import with its own resources from free world sources, including the United States of America during United States fiscal year 1966, 7,000 metric tons of wheat and/or wheat flour on a grain equivalent basis.

I shall appreciate receiving your confirmation that the foregoing also represents the understanding of the Imperial Ethiopian Government.

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

EDWARD M. KORRY

His Excellency

ATO YILMA DERESSA,
Minister of Finance,
Imperial Ethiopian Government.

The Ethiopian Vice Minister to the American Ambassador



EXCELLENCE.

I have the honour to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Imperial Ethiopian Government signed to-day.

This will confirm your understanding, as expressed in your supplementary Note No. 372 of to-day's date.

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

I am, Excellency,
Yours faithfully,

[SEAL] MULATU DEBEBE

Mulatu Debebe
Vice Minister

His Excellency

Mr. EDWARD M. KORRY,
*Ambassador of the United States of America,
Addis Ababa.*

ITALY

Maritime Matters: Liability During Private Operation of N.S. *Savannah*

*Agreement effected by exchange of notes
Dated at Rome December 16, 1965;
Entered into force December 16, 1965.*

*The American Embassy to the Italian Ministry of Foreign Affairs
[Note Verbale]*

No. 551

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Government of Italy and has the honor to refer to the Agreement of November 23, 1964 [1] concerning visits of the N.S. Savannah to Italy and to recent conversations with respect to the situation arising from the operation of the N.S. Savannah by a private company, rather than by the Maritime Administration of the United States Government, and from the fact that an indemnity agreement between the United States Atomic Energy Commission and the private company has taken the place of the indemnity agreement between the United States Atomic Energy Commission and the United States Maritime Administration.

In view of the inapplicability of the Agreement of November 23, 1964 to the new situation, the Embassy proposes that the following shall constitute the agreement between the two Governments in the new situation.

Within the limitation of liability set by United States Public Law 85-256(Annex A),^[1] as amended by 85-602(Annex B),^[1] in any legal action or proceeding brought *in personam* against the operator of the N.S. Savannah in an Italian court, the United States Government will provide compensation by way of indemnity for any legal liability which an Italian court may find for any damage to people or goods deriving from a nuclear incident in connection with, arising out of or resulting from the operation, repair, maintenance or use of the N.S. Savannah, in which the N.S. Savannah may be involved within Italian territorial waters, or outside of them on a voyage to or from Italian ports if damage is caused in Italy or on ships of Italian registry. Within the \$500 million limitation in such public laws, the operator of the ship shall be subject to the jurisdiction of the Italian court and

¹ TIAS 5699; 15 UST 2155, 2164, 2168.

shall not invoke the provisions of Italian law or any other law relating to the limitation of shipowner's liability.

If the Italian Government agrees with the above proposal, the Embassy proposes that this note and the Ministry's affirmative reply shall constitute an agreement between the two Governments which shall enter into force on the date of the reply and remain in force unless terminated by either Government on ninety days written notice.

The Embassy of the United States of America takes this occasion to renew to the Ministry of Foreign Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
Rome, December 16, 1965.

MINISTERO DEGLI AFFARI ESTERI

45/
25852
/1509

N O T A V E R B A L E

Il Ministero degli Affari Esteri ha l'onore di riferirsi alla Nota Verbale dell'Ambasciata degli Stati Uniti d'America del 16 dicembre 1965 concernente un accordo tra il Governo degli Stati Uniti e il Governo italiano in relazione alla nave "Savannah".

Il Ministero degli Affari Esteri esprime l'approvazione del Governo italiano al testo dell'Accordo quale esso risulta da detta Nota Verbale:

"Nei limiti della responsabilità fissati dalla "United States Public Law 85-256" (allegato "A"), come emendata dalla Legge 85-602 (allegato "B"), in qualsiasi azione o procedimento legale intentati "in personam" nei confronti del gestore della nave "Savannah" in un tribunale italiano, il Governo degli Stati Uniti pagherà un compenso sotto forma di indennizzo per qualsiasi responsabilità legale che sia accertata da un tribunale italiano per qualsiasi danno alle persone o alle cose causato da un incidente nucleare — connesso, derivante o risultante da operazioni, riparazioni, manutenzione o impiego della nave — in cui la nave nucleare Savannah sia coinvolta nelle acque territoriali italiane, o fuori di esse quando essa sia in viaggio verso porti italiani o da porti italiani, se il danno viene causato in Italia o a bordo di navi di matricola italiana.

Entro il limite di cinquecento milioni di dollari fissato dalle leggi 85-256 e 85-602, il gestore della nave sarà soggetto alla giurisdizione dei tribunali italiani e non potrà avvalersi di disposizioni della legge italiana o di qualsiasi altra legge relative alla limitazione della responsabilità degli armatori".

Il Ministero degli Affari Esteri conferma che il testo suddetto costituisce un accordo tra i due Governi, il quale entra in vigore con decorrenza immediata ed è destinato a restare in vigore fino a denuncia di una delle due parti, con preavviso scritto di novanta giorni.

Il Ministero degli Affari Esteri coglie l'occasione per rinnovare all'Ambasciata degli Stati Uniti d'America i sensi della sua più alta considerazione.

E O

ROMA, 16 dic. 1965

ALL'AMBASCIATA DEGLI
STATI UNITI D'AMERICA
- Roma -

Translation

MINISTRY OF FOREIGN AFFAIRS

45/26852/1509

NOTE VERBALE

The Ministry of Foreign Affairs has the honor to refer to the note verbale of the Embassy of the United States of America dated December 16, 1965 concerning an agreement between the Government of the United States and the Italian Government with regard to the ship *Savannah*.

The Ministry of Foreign Affairs expresses the Italian Government's approval of the text of the Agreement as set forth in the said note verbale:

[For the English language text of the agreement see *ante*, pp. 2026-2027.]

The Ministry of Foreign Affairs agrees that the above text constitutes an agreement between the two Governments, which shall enter into force immediately and is intended to remain in force until one of the parties terminates it by giving the other party written notice ninety days in advance.

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

E O

ROME, December 16, 1965.

THE EMBASSY OF THE
UNITED STATES OF AMERICA,
Rome.

TIAS 5938

JAPAN

Air Transport Services

Agreement amending the agreement of August 11, 1952, as supplemented and amended.

Effectuated by exchange of notes

Signed at Tokyo December 28, 1965;

Entered into force December 28, 1965.

正する両国政府の間の合意となり、かつ、その修正が閣下の返簡の日付の日に効力を生ずることを提案する光榮を有します。
本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

昭和四十年十二月二十八日

日本国外務大臣

大藏省
外務省

日本國駐在アメリカ合衆国特命全權大使

エドワイン・O・ライシャワー 閣下

同封物

一 附表

二 附表の附属書

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

書簡をもつて啓上いたします。本大臣は、千九百五十二年八月十
一日に署名され、千九百五十九年一月十四日に修正された日本国と
アメリカ合衆国との間の民間航空運送協定に従つて最近東京で行な
われた民間航空に関する協議に言及する光榮を有します。両国代表
は、前記の協定の附表を削除し、かつ、この書簡に同封されている
新たな附表（附属書を含む。）をそう入するよう各自の政府に勧告
することに合意しました。

本大臣は、さらに、日本国政府が前記の新たな附表（附属書を含
む。）を受諾する旨を閣下に通報するとともに、この書簡と、新た
な附表（附属書を含む。）をアメリカ合衆国政府が受諾する旨を述
べられた閣下の返簡とが、修正された民間航空運送協定をさらに修

¹ For the English language text see *post*, p. 2038.

コで署名された日本国との平和条約第三条の規定を了知する
ものである。

注 1

日本国から東に向かつて運航される飛行でニューヨークに定期の着陸を行なうもの及び日本国に向かつて西へ運航される飛行でニューヨークから定期の離陸を行なうものは、

注 2

サン・フランシスコに定期の着陸を行なわなければならぬ。これらの路線上の合衆国の地点において、合衆国以遠の地点を目的地又は出発地とする旅客、貨物及び郵便物のストップ・オーバー又は積込み若しくは積卸しを行なうこととはできない。

注 3

これらの路線を許与するにあたり、各締約国は、アメリカ合衆国が沖縄に対する行政、立法及び司法上の権力を行使している根拠たる千九百五十一年九月八日にサン・フランシス

(B)

(3) 日本国から沖縄へ、及び以遠（注3）

アメリカ合衆国政府によつて指定された一又は二以上の航空企業は、この項に定める各航空路線において、両方向に航空業務を運営し、及びこの項に定める日本国内の地点に定期の着陸を行なう権利を与えられる。

(C)

(1) 合衆国から北太平洋を経て東京及び大阪へ、並びに以遠

(2) 合衆国から中部太平洋を経て東京及び大阪へ、並びに以遠

(3) 沖縄から大阪及び東京へ（注3）

特定路線上の地点は、別段の定めがある場合を除くほか、いずれかの又はすべての飛行にあたつて、指定航空企業の選択により省略することができる。

[Schedule] [¹]

(A)

附表

日本国政府によつて指定された一又は二以上の航空企業は、この項に定める各航空路線において、両方向に航空業務を運営し、及びこの項に定めるアメリカ合衆国内の地点に定期の着陸を行なう権利を与えられる。

- (1) 日本国からホノルル、サン・フランシスコへ、並びに
 - (a) ニューヨーク及びニューヨーク以遠ヨーロッパ（連合王国を含む。）へ、並びに以遠（注¹）
 - (b) 以遠メキシコ及び中米へ（注²）
- (2) 日本国からホノルル及びロス・アンゼルスへ、並びに以遠南米へ（注²）

¹ For the English language text see post, pp. 2038-2039.

(C)

る航空業務に比較して短かい北太平洋の総マイル数に基づく運賃体系を適当でないと認めたときは、合衆国は、日本国の要請に基づき、協定第十六条の規定に従つて同国と協議を行なうものとする。ただし、第十三条(四)に定めるとおりに運賃が実施されることを妨げない。

(D)

(A) 及び(B)に規定する協議の目的は、(A)及び(B)中に述べられてゐる事態が中部太平洋路線上の運航のみを認められている日本国の一又は二以上の指定航空企業の競争上の立場にもたらすことがあら変化にかんがみ、そのような事態が協定の修正を正当化するかどうかを決定することにあるものとする。

[Annex to Schedule] [¹]

(A)

附表の附属書

合衆国政府は、附表の(B)(1)に定める合衆国の路線によりニユーヨークから日本国への航空業務を運営するために二以上の合衆国の航空企業を指定することを意図する場合には、その旨をその指定を行なう日の六十日前に日本国政府に通告するものとする。合衆国は、日本国政府の要請があつたときは、前記の六十日が経過する前に協定第十六条の規定に従つて日本国と協議を行なうものとする。ただし、合衆国政府が当該一又は二以上の航空企業をその六十日が経過した時に指定する権利は、害されない。

(B)

協定第十三条④の規定が有効である間は、日本国政府が、一又は二以上の合衆国の航空企業が定めようとする中部太平洋における

¹ For the English language text see post, p. 2040.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Tokyo, December 28, 1965.

No. 617

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note of December 28, 1965, in which Your Excellency has informed me as follows:

"I have the honour to refer to the civil aviation consultations which recently took place in Tokyo in accordance with the Civil Air Transport Agreement between Japan and the United States of America which was signed on August 11, 1952, and was amended on January 14, 1959. [¹] The two delegations agreed to recommend to their respective Governments the deletion of the Schedule attached to the said Agreement and the insertion of a new Schedule, together with an Annex thereto, both of which are enclosed with this note.

"I have further the honour to inform Your Excellency that the Government of Japan accepts the new Schedule with the Annex, and to propose that this note and your reply thereto, indicating the acceptance of the new Schedule with the Annex by the Government of the United States of America, will constitute an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which will enter into force on the date of your reply."

Enclosure No. 1-Schedule

"(A) An airline or airlines designated by the Government of Japan shall be entitled to operate air services on each of the air routes specified, in both directions, and to make scheduled landings in the United States of America at the points specified in this paragraph:

- (1) From Japan to Honolulu, San Francisco, and:

¹ TIAS 2854, 4158; 4 UST 1948; 10 UST 1.

- (a) New York and beyond New York to Europe (including the United Kingdom) and beyond.*
- (b) beyond to Mexico and Central America.**
- (2) From Japan to Honolulu and Los Angeles and beyond to South America.**
- (3) From Japan to Okinawa and beyond.***

“(B) An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on each of the routes specified, in both directions, and to make scheduled landings in Japan at the points specified in this paragraph:

- (1) From the United States via the North Pacific to Tokyo and Osaka and beyond.
- (2) From the United States via the Central Pacific to Tokyo and Osaka and beyond.
- (3) From Okinawa to Osaka and Tokyo.***

“(C) Except as otherwise indicated, points on any of the specified routes may at the option of the designated airline be omitted on any or all flights.

“*Any flight operating eastbound from Japan which makes a scheduled landing at New York, and any flight operating westbound to Japan which makes a scheduled departure from New York, must make a scheduled stop at San Francisco.

“**Passengers, cargo, and mail destined for or originating at points beyond the United States may not make a stopover or be picked up or discharged at United States points on these routes.

“***In granting these routes, the respective Contracting Parties are cognizant of the provisions of Article 3 of the Treaty of Peace with Japan, signed at San Francisco on September 8, 1951, [¹] under which the United States of America exercises the powers of administration, legislation, and jurisdiction over Okinawa.”

¹ TIAS 2490; 8 UST (pt. 8) 8172.

Enclosure No. 2—Annex to Schedule

“(A) In the event the Government of the United States intends to designate more than one United States airline to operate air services from New York to Japan under the United States route described in paragraph (B)(1) of the Schedule, the Government of the United States will notify the Government of Japan of this intention sixty days in advance of the designation. Without prejudice to the right of the Government of the United States to designate the airline or airlines concerned at the end of such sixty days, the United States will, on request of the Government of Japan, consult with Japan prior to the expiration of such sixty days in accordance with Article 16 of the Agreement. [¹]

“(B) If during any time that Article 13(F) of the Agreement is in effect, the Government of Japan is dissatisfied with a rate structure proposed by the airline or airlines of the United States which is based on the lower mileage of North Pacific as contrasted to Central Pacific air services, the United States will, without prejudice to the coming into effect of the rates as provided for in Article 13(F), consult with Japan at its request in accordance with Article 16 of the Agreement.

“(C) The purpose of the consultations referred to in (A) and (B) above will be to determine whether the eventualities mentioned therein warrant modification of the Agreement in view of the changes which may be brought about in the competitive position of the designated airline or airlines of Japan which are permitted to operate only on the Central Pacific route.”

I have the honor to inform Your Excellency that the Government of the United States of America accepts the proposal contained in Your Excellency's note which, with this reply, constitutes an agreement between the two Governments further amending the Civil Air Transport Agreement, as amended, which enters into force on this date.

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

EDWIN O. REISCHAUER

His Excellency

ETSUSABURO SHIINA,
Minister for Foreign Affairs,
Tokyo.

¹ TIAS 2854, 4158; 4 UST 1956; 10 UST 7.

THAILAND

Investment Guaranties

Agreement amending the agreement of August 27 and September 1, 1954, and terminating the amending agreement of August 27, 1957.

Effectuated by exchange of notes

Signed at Bangkok December 22, 1965;

Entered into force December 22, 1965.

With Memorandum of Understanding.

The American Ambassador to the Thai Minister for Foreign Affairs

No. 521

BANGKOK, December 22, 1965

EXCELLENCY,

I have the honour to refer to the Agreement, effected by the exchange of notes of August 27 and September 1, 1954,[¹] as amended by the Agreement effected by the exchange of notes of August 27, 1957,[²] 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 Thailand. After the conclusion of these Agreements, legislation has been enacted by the United States as well as by Thailand enlarging the scope of international investments and facilitating foreign investment in industrial activities. In the United States the Foreign Assistance Act of 1961, as amended in 1962, 1963, and 1964, Part I, Title III,[³] modifies and augments the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America. In Thailand, the Promotion of Industrial Investment Act B.E. 2505 (1962), gives yet further advantages to foreign investors in a wide variety of industries, which are geared towards progressive economic development of the country.

The above-mentioned United States legislation has broadened the specific risk investment guaranty authority to provide for investment guarantees against loss due to revolution or insurrection, as well as loss due to war already covered by the above-mentioned Agreement of August 27, 1957. Also authorized is an extended risk guaranty which would supplement the specific risk guaranty authority providing United States Government investment guarantees against loss of

¹ TIAS 3086; 5 UST (pt. 3) 2258.

² TIAS 3902; 8 UST 1453.

³ 75 Stat. 429; 76 Stat. 256; 77 Stat. 381; 22 U.S.C. § 2181.

an investment from any risk including normal business risks other than fraud or misconduct for which the investor is responsible and other than normal insurable risks such as fire and theft.

However, the Government of the United States of America shall assert no claim against the host country resulting from a payment by the former for an extended risk guaranty invoked by reason of normal business loss except to the extent the private investor had unsatisfied claims against the Government of Thailand for goods delivered or services rendered to or for the account of the Government of Thailand. Neither the issuance of investment guarantees against loss due to war, revolution or insurrection nor the payment of compensation thereunder would give rise to a claim by the Government of the United States of America against the Government of Thailand.

In the interest of facilitating and increasing further participation of United States private investors in the economic development of Thailand, the Government of the United States of America is prepared to issue such investment guarantees for appropriate investments in activities approved by your Government.

In this connection, I have the honour to propose:

(a) that the undertakings between our respective Governments contained in the above-mentioned Agreement of August 27 and September 1, 1954, shall also apply to the present Agreement;

(b) that the present Agreement, upon entering into force, shall terminate the Agreement effected by the exchange of notes of August 27, 1957; and

(c) that subparagraph (c) of the unnumbered third paragraph of the exchange of notes of August 27 and September 1, 1954, shall not be applicable to claims resulting from payments under guarantees other than payments for loss from inconvertibility, expropriation or confiscation.

Nothing in the subrogation and transfer contemplated in the Agreement effected by the exchange of notes of August 27 and September 1, 1954, as amended by this note and Your Excellency's reply agreeing thereto, shall give the Government of the United States of America greater rights against the assets of an enterprise in which a guaranteed investment has been made or greater claims in connection with such an investment than the rights and claims of the subrogating investor.

The enclosed copy of Title III, Part I of the Foreign Assistance Act of 1961, as amended,[¹] shall be substituted for the copy of Section 413(b) (4) of the Mutual Security Act of 1954,[²] as amended, heretofore enclosed with the exchange of notes of August 27, 1957. The Promotion of Industrial Investment Act B.E. 2505 (1962) together with its annexure is also enclosed.[¹]

¹ Not printed.

² 68 Stat. 847; 22 U.S.C. § 1933(b) (4).

Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Thailand 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.

GRAHAM MARTIN

His Excellency

THANAT KHOMAN,
Minister for Foreign Affairs,
Bangkok.

The Thai Minister for Foreign Affairs to the American Ambassador

No. 0603/45847

MINISTRY OF FOREIGN AFFAIRS

SARANROM PALACE

22nd December, B.E. 2508.

[1965]

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's Note No. 521 of to-day's date, which reads as follows:

"I have the honour to refer to the Agreement, effected by the exchange of notes of August 27 and September 1, 1954, as amended by the Agreement effected by the exchange of notes of August 27, 1957, 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 Thailand. After the conclusion of these Agreements, legislation has been enacted by the United States as well as by Thailand enlarging the scope of international investments and facilitating foreign investment in industrial activities. In the United States the Foreign Assistance Act of 1961, as amended in 1962, 1963 and 1964, Part I, Title III, modifies and augments the coverage to be provided investors by investment guarantees that may be issued by the Government of the United States of America. In Thailand, the Promotion of Industrial Investment Act B.E. 2505 (1962), gives yet further advantages to foreign investors in a wide variety of industries, which are geared towards progressive economic development of the country.

"The above-mentioned United States legislation has broadened the specific risk investment guaranty authority to provide for investment guarantees against loss due to revolution or insurrection, as well as loss due to war already covered by the above-mentioned Agreement of August 27, 1957. Also authorized is an extended

risk guaranty which would supplement the specific risk guaranty authority providing United States Government investment guarantees against loss of an investment from any risk including normal business risks other than fraud or misconduct for which the investor is responsible and other than normal insurable risks such as fire and theft.

"However, the Government of the United States of America shall assert no claim against the host country resulting from a payment by the former for an extended risk guaranty invoked by reason of normal business loss except to the extent the private investor had unsatisfied claims against the Government of Thailand for goods delivered or services rendered to or for the account of the Government of Thailand. Neither the issuance of investment guarantees against loss due to war, revolution or insurrection nor the payment of compensation thereunder would give rise to a claim by the Government of the United States of America against the Government of Thailand.

"In the interest of facilitating and increasing further participation of United States private investors in the economic development of Thailand, the Government of the United States of America is prepared to issue such investment guarantees for appropriate investments in activities approved by your Government.

"In this connection, I have the honour to propose:

(a) that the undertakings between our respective Governments contained in the above-mentioned Agreement of August 27 and September 1, 1954, shall also apply to the present Agreement;

(b) that the present Agreement, upon entering into force, shall terminate the Agreement effected by the exchange of notes of August 27, 1957; and

(c) that subparagraph (c) of the unnumbered third paragraph of the exchange of notes of August 27 and September 1, 1954, shall not be applicable to claims resulting from payments under guaranties other than payments for loss from inconvertibility, expropriation or confiscation.

"Nothing in the subrogation and transfer contemplated in the Agreement effected by the exchange of notes of August 27 and September 1, 1954, as amended by this note and Your Excellency's reply agreeing thereto, shall give the Government of the United States of America greater rights against the assets of an enterprise in which a guaranteed investment has been made or greater claims in connection with such an investment than the rights and claims of the subrogating investor.

"The enclosed copy of Title III, Part I of the Foreign Assistance Act of 1961, as amended, shall be substituted for the copy of Section 413(b)(4) of the Mutual Security Act of 1954, as amended, heretofore enclosed with the exchange of notes of August 27, 1957. The

Promotion of Industrial Investment Act B.E. 2505 (1962) together with its annexure is also enclosed.

"Upon receipt of a note from Your Excellency indicating that the foregoing is acceptable to the Government of Thailand 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."

I have the honour to state in reply that the proposals contained in the Note referred to above are acceptable to His Majesty's Government who therefore agree that the present Note and Your Excellency's Note under reply constitute an agreement between our two Governments on this subject.

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

TH. KHOMAN
Minister of Foreign Affairs.

His Excellency

Monsieur GRAHAM MARTIN,
*Ambassador Extraordinary and
Plenipotentiary of the
United States of America,
Bangkok.*

MEMORANDUM OF UNDERSTANDING

With reference to the exchange of notes of December 22, 1965, concluded by the Government of the United States of America and the Government of Thailand relating to investment guaranties which may be issued by the Government of the United States of America for investments in activities in Thailand, the Parties confirm their understanding as follows:

1. The Government of the United States of America will promptly notify the Government of Thailand of payment of any claims by the Government of the United States of America as a result of the guaranties given by the United States of America, and of the transfer or assignment to the United States Government of any assets or rights of a United States citizen as a result thereof. In addition, it is understood that the Government of Thailand will not be required to make any payments to the United States Government in the event and to the extent that the Government of Thailand has made payment to any United States investor as a result of loss under a guaranteed risk

prior to notification from the United States Government of the transfer or assignment to it or its becoming subrogee of any such claims of such United States investor.

2. Subparagraph (c) of the unnumbered fifth paragraph of the exchange of notes of December 22, 1965, shall not be considered to be an extension of the application of subparagraph (c) of the unnumbered third paragraph of the exchange of notes of August 27 and September 1, 1954, beyond that covered by that Agreement.

3. The expression "confiscation" used in subparagraph (c) of the unnumbered fifth paragraph of the exchange of notes of December 22, 1965, does not refer to confiscation carried out in accordance with international standards as a penalty imposed upon an offender for violation of internal or international law.

Done in duplicate at Bangkok on the 22nd December, 1965.

For the Government of the
United States of America:

GRAHAM MARTIN

(Graham Martin)
Ambassador

For the Government of
Thailand:

TH. KHOMAN

(Thanat Khoman)
Minister of Foreign Affairs

UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

Alien Amateur Radio Operators

*Agreement effected by exchange of notes
Signed at London November 26, 1965;
Entered into force November 26, 1965.*

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

FOREIGN OFFICE, S.W.1.
No. GT 15/11. 26 November, 1965.

YOUR EXCELLENCY,

I have the honour to refer to conversations between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations or licences to permit licensed amateur radio operators of either country to operate stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959. [1]

As a result of these conversations I have the honour to propose on behalf of the Government of the United Kingdom that:

- (a) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.
- (b) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate a station as provided for in the first paragraph of this Note, obtain from the appropriate administrative agency of the other Government an authorisation or a licence for that purpose.
- (c) The appropriate administrative agency of each Government may issue an authorization or a licence, as prescribed in sub-para-

¹ TIAS 4893; 12 UST 2688.

graph 2 (b) of this Note, under such conditions and terms as it may prescribe, including the condition that a certain standard of proficiency as an amateur radio operator has been reached by the individual concerned and the right of cancellation by the issuing Government at any time.

If the above proposals are acceptable to the Government of the United States of America, I have the honour to suggest that this Note and Your Excellency's reply to that effect shall be regarded as constituting an Agreement between the two Governments in this matter which shall enter into force on the date of Your Excellency's reply and shall be subject to termination by either Government giving six months' written notice to the other.

I have the honour to be, with the highest consideration,
Your Excellency's obedient servant,

(For the Secretary of State)

WALSTON

His Excellency,
The Honourable DAVID BRUCE, C.B.E.,
etc., etc., etc.,
24/31, Grosvenor Square,
W.1.

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

No. 42

LONDON, November 26, 1965

SIR:

I have the honor to refer to your Note dated the 26th of November 1965, which reads as follows:

"I have the honour to refer to conversations between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and representatives of the Government of the United States of America relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations or licences to permit licensed amateur radio operators of either country to operate stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

"2. As a result of these conversations I have the honour to propose on behalf of the Government of the United Kingdom that:

"(a) An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Gov-

ernment, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

“(b) The individual who is licensed by his Government as an amateur radio operator shall, before being permitted to operate a station as provided for in the first paragraph of this Note, obtain from the appropriate administrative agency of the other Government an authorization or a licence for that purpose.

“(c) The appropriate administrative agency of each Government may issue an authorization or a licence, as prescribed in subparagraph 2 (b) of this Note, under such conditions and terms as it may prescribe, including the condition that a certain standard of proficiency as an amateur radio operator has been reached by the individual concerned and the right of cancellation by the issuing Government at any time.

“3. If the above proposals are acceptable to the Government of the United States of America, I have the honour to suggest that this Note and Your Excellency's reply to that effect shall be regarded as constituting an Agreement between the two Governments in this matter which shall enter into force on the date of Your Excellency's reply and shall be subject to termination by either Government giving six months' written notice to the other.”

I am pleased to inform you that the Government of the United States of America is in agreement with the terms of your Note as stated above and will consider your Note and the present reply as constituting an agreement between the two Governments in this matter.

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

DAVID BRUCE

The Right Honorable

MICHAEL STEWART, M.P.,
*Secretary of State for
Foreign Affairs,
London.*

BRITISH GUIANA

Investment Guaranties

*Agreement signed at Georgetown May 29, 1965;
Entered into force August 18, 1965.*

INVESTMENT GUARANTY AGREEMENT

The Government of the United States of America (the "Guaranteeing Government") and the Government of British Guiana (the "Host Government");

Seeking to encourage private investments in projects which will contribute to the development of British Guiana's economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government,

Have agreed as follows:

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

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

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

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

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

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

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

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

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

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

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures. [¹]

DONE, in duplicate, at Georgetown this 29th day of May 1965 in the English language.

For the Government of the United States
of America

DELMAR R. CARLSON

Delmar R. Carlson, *Counsel General of
the United States of America*

For the Government of British Guiana

PETER D'AGUILAR

The Honorable Peter D'Aguiar,
Minister of Finance

J HENRY THOMAS

The Honorable J. Henry Thomas
Minister of Economic Affairs

¹ Aug. 18, 1965.

MULTILATERAL

General Agreement on Tariffs and Trade

*Procès-Verbal extending the declaration of March 5, 1964, on the
provisional accession of Iceland to the General Agreement.*

Done at Geneva December 14, 1965;

*Entered into force with respect to the United States of America
December 30, 1965.*

GENERAL AGREEMENT ON TARIFFS AND TRADE
ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

PROCES-VERBAL

EXTENDING THE DECLARATION ON THE PROVISIONAL ACCESSION OF
ICELAND TO THE GENERAL AGREEMENT ON TARIFFS AND TRADE

PROCES-VERBAL

PROROGANT LA VALIDITE DE LA DECLARATION CONCERNANT L'ACCESSION
PROVISOIRE DE L'ISLANDE A L'ACCORD GENERAL SUR
LES TARIFS DOUANIERS ET LE COMMERCE

14 December 1965

Geneva.

PROCES VERBAL EXTENDING THE DECLARATION ON THE
PROVISIONAL ACCESSION OF ICELAND TO THE
GENERAL AGREEMENT ON TARIFFS AND TRADE

The parties to the Declaration of 5 March 1964 on the Provisional Accession of Iceland to the General Agreement on Tariffs and Trade^[1] (hereinafter referred to as "the Declaration" and "the General Agreement", respectively),

ACTING pursuant to paragraph 4 of the Declaration,

AGREE that:

1. The period of validity of the Declaration is extended for two years by changing the date in paragraph 4 to "31 December 1967".
2. This Procès-Verbal shall be deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement. It shall be open for acceptance, by signature or otherwise, by Iceland and by the participating governments to the Declaration. It shall become effective between the Government of Iceland and any participating government as soon as it shall have been accepted by the Government of Iceland and such government.^[2]
3. The Director-General shall furnish a certified copy of this Procès-Verbal and a notification of each acceptance thereof to the Government of Iceland, to each contracting party to the General Agreement, to each government which has acceded provisionally thereto and to each government which enters into negotiations for accession.

DONE at Geneva this fourteenth day of December, one thousand nine hundred and sixty-five, in a single copy in the English and French languages, both texts being authentic.

^[1] TIAS 5687; 15 UST 2067.

^[2] Accepted by Iceland Dec. 16, 1965, and by the United States of America Dec. 30, 1965. Entered into force with respect to the United States of America Dec. 30, 1965.

PROCES-VERBAL PROROGANT LA VALIDITE DE LA DECLARATION
CONCERNANT L'ACCESSION PROVISOIRE DE L'ISLANDE A
L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

Les parties à la Déclaration du 5 mars 1964 concernant l'accésion provisoire de l'Islande à l'Accord général sur les tarifs douaniers et le commerce (instruments ci-après dénommés "la Déclaration" et "l'Accord général", respectivement),

AGISSANT en conformité du paragraphe 4 de la Déclaration,

CONVIENNENT que:

1. La validité de la Déclaration est prorogée pour deux ans, la date mentionnée au paragraphe 4 étant remplacée par la date du "31 décembre 1967".
2. Le présent procès-verbal sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général. Il sera ouvert à l'acceptation, par voie de signature ou autrement, de l'Islande et des gouvernements participant à la Déclaration. Il entrera en vigueur entre le gouvernement de l'Islande et tout gouvernement participant dès que le gouvernement de l'Islande et ledit gouvernement participant l'auront accepté.
3. Le Directeur général transmettra au gouvernement de l'Islande, à chaque partie contractante à l'Accord général, à chaque gouvernement qui a accédé provisoirement à cet Accord et à chaque gouvernement qui engagerait des négociations d'accésion, une copie certifiée conforme du présent procès-verbal et leur donnera notification de chaque acceptation dudit procès-verbal.

FAIT à Genève, le quatorze décembre mil neuf cent soixante-cinq, en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi.

<i>For the Argentine Republic:</i>	<i>Pour la République Argentine:</i>
<i>For the Commonwealth of Australia:</i>	<i>Pour le Commonwealth d'Australie:</i>
<i>For the Republic of Austria:</i>	<i>Pour la République d'Autriche:</i>
<i>For the Kingdom of Belgium:</i>	<i>Pour le Royaume de Belgique:</i>
<i>For the United States of Brazil:</i>	<i>Pour les Etats-Unis du Brésil:</i>
<i>For the Union of Burma:</i>	<i>Pour l'Union birmane:</i>
<i>For the Republic of Burundi:</i>	<i>Pour la République du Burundi:</i>
<i>For the Federal Republic of Cameroon:</i>	<i>Pour la République fédérale du Cameroun:</i>
<i>For Canada:</i>	<i>Pour le Canada:</i>
<i>For the Central African Republic:</i>	<i>Pour la République centrafricaine:</i>
<i>For Ceylon:</i>	<i>Pour Ceylan:</i>
<i>For the Republic of Chad:</i>	<i>Pour la République du Tchad:</i>
<i>For the Republic of Chile:</i>	<i>Pour la République du Chili:</i>
<i>For the Republic of the Congo (Brazzaville):</i>	<i>Pour la République du Congo (Brazzaville):</i>
<i>For the Republic of Cuba:</i>	<i>Pour la République de Cuba:</i>
<i>For the Republic of Cyprus:</i>	<i>Pour la République de Chypre:</i>
<i>For the Czechoslovak Socialist Republic:</i>	<i>Pour la République socialiste tchécoslovaque:</i>
<i>For the Republic of Dahomey:</i>	<i>Pour la République du Dahomey:</i>
<i>For the Kingdom of Denmark:</i>	<i>Pour le Royaume de Danemark:</i>
<i>For the Dominican Republic:</i>	<i>Pour la République dominicaine:</i>
<i>For the Republic of Finland:</i>	<i>Pour la République de Finlande:</i>
<i>For the French Republic:</i>	<i>Pour la République française:</i>
<i>For the Republic of Gabon:</i>	<i>Pour la République gabonaise:</i>
<i>For the Gambia:</i>	<i>Pour la Gambie:</i>
<i>For the Federal Republic of Germany:</i>	<i>Pour la République fédérale d'Allemagne:</i>

<i>For the Republic of Ghana:</i>	<i>Pour la République du Ghana:</i>
<i>For the Kingdom of Greece:</i>	<i>Pour le Royaume de Grèce:</i>
<i>For the Republic of Haiti:</i>	<i>Pour la République d'Haïti:</i>
<i>For the Republic of Iceland:</i>	<i>Pour la République d'Islande:</i>
<i>For the Republic of India:</i>	<i>Pour la République de l'Inde:</i>
<i>For the Republic of Indonesia:</i>	<i>Pour la République d'Indonésie:</i>
<i>For the State of Israel:</i>	<i>Pour l'Etat d'Israël:</i>
<i>For the Republic of Italy:</i>	<i>Pour la République d'Italie:</i>
<i>For the Republic of the Ivory Coast:</i>	<i>Pour la République de Côte-d'Ivoire:</i>
<i>For Jamaica:</i>	<i>Pour la Jamaïque:</i>
<i>For Japan:</i>	<i>Pour le Japon:</i>
<i>For Kenya:</i>	<i>Pour le Kenya:</i>
<i>For the State of Kuwait:</i>	<i>Pour l'Etat de Koweit:</i>
<i>For the Grand-Duchy of Luxembourg:</i>	<i>Pour le Grand-Duché de Luxembourg:</i>
<i>For the Republic of Madagascar:</i>	<i>Pour la République malgache:</i>
<i>For Malawi:</i>	<i>Pour le Malawi:</i>
<i>For Malaysia:</i>	<i>Pour la Malaisie:</i>
<i>For Malta:</i>	<i>Pour Malte:</i>
<i>For the Islamic Republic of Mauritania:</i>	<i>Pour la République islamique de Mauritanie:</i>
<i>For the Kingdom of the Netherlands:</i>	<i>Pour le Royaume des Pays-Bas:</i>
<i>For New Zealand:</i>	<i>Pour la Nouvelle-Zélande:</i>
<i>For the Republic of Nicaragua:</i>	<i>Pour la République de Nicaragua:</i>
<i>For the Republic of the Niger:</i>	<i>Pour la République du Niger:</i>
<i>For the Federal Republic of Nigeria:</i>	<i>Pour la République fédérale de Nigéria:</i>

For the Kingdom of Norway:

Pour le Royaume de Norvège:

For Pakistan:

Pour le Pakistan:

For the Republic of Peru:

Pour la République du Pérou:

For the Portuguese Republic:

Pour la République du Portugal:

For Rhodesia:

Pour la Rhodésie:

For the Republic of Senegal:

Pour la République du Sénégal:

For Sierra Leone:

Pour le Sierra Leone:

For the Republic of South Africa:

Pour la République sud-africaine:

For the Spanish State:

Pour l'Etat espagnol:

For the Kingdom of Sweden:

Pour le Royaume de Suède:

For the Swiss Confederation:

Pour la Confédération suisse:

For the United Republic of Tanzania:

Pour la République-Unie de la Tanzanie:

For the Republic of Togo:

Pour la République du Togo:

For Trinidad and Tobago:

Pour la Trinité et Tobago:

For the Republic of Tunisia:

Pour la République tunisienne:

For the Republic of Turkey:

Pour la République de Turquie:

For Uganda:

Pour l'Ouganda:

For the United Arab Republic:

Pour la République arabe unie:

*For the United Kingdom
of Great Britain
and Northern Ireland:*

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

For the United States of America:

Pour les Etats-Unis d'Amérique:

For the Republic of Upper Volta:

Pour la République de Haute-Volta:

For the Eastern Republic of Uruguay:

Pour la République orientale de l'Uruguay:

*For the Socialist Federal Republic
of Yugoslavia:*

*Pour la République socialiste fédérative
de Yougoslavie:*

I hereby certify that the foregoing text is a true copy of the Procès-Verbal Extending the Declaration on the Provisional Accession of Iceland to the General Agreement on Tariffs and Trade, done at Geneva on 14 December 1965, the original of which is deposited with the Director-General of the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme du Procès-Verbal prorogeant la validité de la Déclaration concernant l'accession provisoire de l'Islande à l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 14 décembre 1965, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

E. WYNDHAM WHITE

Director-General
Geneva

Directeur général
Genève

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of May 26, 1965, as amended.

Effectuated by exchange of notes

Signed at Saigon December 20, 1965;

Entered into force December 20, 1965.

The American Deputy Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA
Saigon, December 20, 1965.

No. 155

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 [¹] and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE (MILLIONS)</u>
SWEETENED CONDENSED MILK	\$14.43
WHEAT FLOUR	.77
RICE	21.94
TOBACCO	.79
ANHYDROUS MILK FAT	.50
NONFAT DRY MILK	.31
TOTAL	\$38.74

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "\$774,800" for "\$651,600" and "\$415,000" for "\$355,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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.

¹ TIAS 5821, 5867, 5876, 5891; *ante*, pp. 838, 1206, 1260, 1674.

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

WILLIAM J. PORTER

His Excellency,
 TRAN VAN Do,
*Minister of Foreign Affairs,
 Saigon.*

The Vietnamese Minister of Foreign Affairs to the American Ambassador

RÉPUBLIQUE DU VIETNAM

MINISTÈRE DES AFFAIRES ÉTRANGÈRES

No. 6125-TTK/EF/NC

SAIGON, December 20, 1965.

EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 155 dated December 20, 1965 reading as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on May 26, 1965 and to propose that:

1. The Agreement be further amended by substituting the following for the commodity table in Paragraph 1 of Article I:

<u>COMMODITY</u>	<u>EXPORT MARKET VALUE</u> (MILLIONS)
SWEETENED CONDENSED MILK	\$14.43
WHEAT FLOUR	.77
RICE	21.94
TOBACCO	.79
ANHYDROUS MILK FAT	.50
NONFAT DRY MILK	.31
 TOTAL	 \$38.74

2. The Notes exchanged on May 26, 1965, relating to the Agreement to be further amended by substituting "\$774,800" for "\$651,600" and "\$415,000" for "\$355,000" in numbered Paragraph 1.

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose 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."

I further have the honour to confirm to Your Excellency that the Government of the Republic of Viet-Nam accepts the above proposed amendments and that your Note and this reply shall constitute an agreement between our two Governments, to enter into force on the date of December 20, 1965.

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



Sau *Ngô*
Dr. TRẦN-VĂN-ĐỒ^{AB}
Minister of Foreign Affairs

His Excellency

Mr. HENRY CABOT LODGE
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Saigon

YUGOSLAVIA

Agricultural Commodities: Sales Under Title IV

Agreement amending the agreements of April 28 and October 29, 1964.

Effectuated by exchange of notes

*Signed at Belgrade December 29 and 30, 1965;
Entered into force December 30, 1965.*

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

No. 425

BELGRADE, December 29, 1965.

EXCELLENCY:

I have the honor to refer to the agricultural commodities agreements between our two governments signed April 28 and October 29, 1964, [¹] and to propose:

1. That annual payment of principal due in 1966 under paragraph 2 of Article II of the agreement signed on April 28, 1964, be reduced to \$375,000 and that the balance of such principal be paid in five approximately equal annual payments, beginning on December 31, 1968.
2. That annual payment of principal due in 1966 under paragraph 2 of Article II of the agreement signed on October 29, 1964, be reduced to \$375,000 and that the balance of such principal be paid in five approximately equal annual payments, beginning in 1968 on the anniversary date of annual payment of principal in 1967.

I have the honor to propose that, if the foregoing proposal is acceptable to the Government of the Socialist Federal Republic of Yugoslavia, this note and Your Excellency's affirmative reply shall constitute an agreement between our two governments, which shall enter into force on the date of your reply.

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

C. BURKE ELBRICK

His Excellency

MARKO NIKEZIC,

*State Secretary for Foreign Affairs,
Belgrade.*

¹ TIAS 5568, 5685; 15 UST 388, 2058.

The Yugoslav State Secretary for Foreign Affairs to the American Ambassador

No. 445725

BEOGRAD, December 30, 1965.

EXCELLENCY

I have the honor to acknowledge the receipt of your Note No. 425, dated December 29, 1965, which reads as follows

"I have the honor to refer to the agricultural commodities agreements between our two governments signed April 28 and October 29, 1964, and to propose

"1. That annual payment of principal due in 1966 under paragraph 2 of Article II of the agreement signed on April 28, 1964, be reduced to \$375,000 and that the balance of such principal be paid in five approximately equal annual payments, beginning on December 31, 1968.

"2. That annual payment of principal due in 1966 under paragraph 2 of Article II of the agreement signed on October 29, 1964, be reduced to \$375,000 and that the balance of such principal be paid in five approximately equal annual payments, beginning in 1968 on the anniversary date of annual payment of principal in 1967

"I have the honor to propose that, if the foregoing proposal is acceptable to the Government of the Socialist Federal Republic of Yugoslavia, this note and Your Excellency's affirmative reply shall constitute an agreement between our two governments, which shall enter into force on the date of your reply

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

I have the honor to inform you of the concurrence of my Government in the foregoing.

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

MARKO NIKEZIĆ

His Excellency

C. BURKE ELBRICK,

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

TANZANIA

Treaties: Continued Application to Tanzania of Certain Treaties Concluded Between the United States and the United Kingdom

Agreement effected by exchange of notes

*Dated at Dar es Salaam November 30 and December 6, 1965;
Entered into force December 6, 1965;
Effective December 9, 1963.*

The American Ambassador to the Tanzanian Minister for Foreign Affairs

DAR ES SALAAM, November 30, 1965.

EXCELLENCY:

I have the honor to refer to the Prime Minister's note of December 9, 1961 to the Secretary General of the United Nations and to discussions between officials of our Governments relating to agreements and treaties between the United Kingdom and the United States which may have application to Tanzania. In the view of my Government, it would be desirable to conclude a formal undertaking on this subject which might be appropriately registered with the United Nations.

I, therefore, propose that for our mutual benefit the following United States-United Kingdom agreements and treaties be considered as remaining in force between the United States and Tanzania:

1. Extradition Treaty between the United States and the United Kingdom of December 22, 1931. [¹]
2. Consular Convention and Protocol of Signature between the United States and the United Kingdom of June 6, 1951. [²]

I further have the honor to state that the Government of the United States takes note of representations of the Government of the United Republic of Tanzania regarding the United States-United Kingdom Agreement concerning arrangements for the development of certain port facilities in Kenya and Tanganyika of June 26, 1953, [³], to the effect that the Government of the United Republic of Tanzania con-

^¹ TS 849; 47 Stat. 2122.

^² TIAS 2494; 3 UST (pt. 3) 3426.

^³ TIAS 2908; 5 UST 143.

siders adequate, in fulfillment of the reporting requirements called for in that Agreement, the periodic reports of the East African Rivers and Harbors Administration. The Government of the United States appreciates the Government of the United Republic of Tanzania's attention to this subject and wishes to express its hope that, in the event additional data are from time to time required by the Government of the United States in order to provide the information called for in the Agreement, the Governor of the United Republic of Tanzania will request the East African Rivers and Harbors Administration to make such data as the Government of the United States may request available to the Government of the United States.

If this proposal is acceptable, this note and Your Excellency's reply concurring therein shall constitute an agreement between our respective Governments effective December 9, 1963.

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

WILLIAM LEONHART

His Excellency

MWALIMU JULIUS K. NYERERE,
Minister for Foreign Affairs,
Dar es Salaam.

The Tanzanian Ministry of Foreign Affairs to the American Embassy

UNITED REPUBLIC OF TANZANIA

MINISTRY OF EXTERNAL AFFAIRS,
P.O. Box 9000,
EAC 86/051
Dar es Salaam,

The Ministry of Foreign Affairs of the United Republic of Tanzania presents its compliments to the Embassy of the United States of America, and has the honour to refer to the Embassy's Note of November 30, 1965 regarding discussions between officials of the government of the United States and the United Republic of Tanzania relating to agreements and treaties between the United Kingdom and the United States which may have application to Tanzania.

The Government of the United Republic of Tanzania concurs with the view that it is desirable to conclude a formal undertaking on this subject which might be appropriately registered with the United Nations. The Ministry is in further agreement that the following be considered as remaining in force between the United States and the United Republic of Tanzania:

1. Extradition Treaty between the United States and the United Kingdom of December 22, 1931.
2. Consular Convention and Protocol Signature between the United States and the United Kingdom of June 6, 1951.

The Government of the United Republic of Tanzania however intends in due course re-open negotiations on these two matters, but is willing that until new arrangements arising out of the negotiations have been agreed, the Extradition Treaty and the Consular Convention remain in force.

On this understanding, the proposal is acceptable that the Embassy's Note and this reply to it constitute an agreement between the Governments of the United States and Tanzania effective December 9, 1963.

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

DAR ES SALAAM, 6th December, 1965.

[SEAL]

B M

THE EMBASSY OF THE UNITED STATES OF AMERICA,
P.O. Box 9123,
Dar es Salaam.

MULTILATERAL

World Meteorological Organization

Amendments to article 13 and certain other articles of the convention of October 11, 1947.

Adopted by the Fourth Congress of the World Meteorological Organization, at the Seventh and Sixteenth Plenary Meetings, Geneva, April 11 and 27, 1963;

Entered into force April 11, 1963, with respect to article 13; entered into force April 27, 1963, with respect to renumbered article 13 and certain other articles.

AMENDED TEXT OF ARTICLE 13 OF THE CONVENTION OF THE WORLD METEOROLOGICAL ORGANIZATION^[1] ADOPTED ON APRIL 11, 1963

TEXTE AMENDE DE L'ARTICLE 13 DE LA CONVENTION DE L'ORGANISATION METEOROLOGIQUE MONDIALE ADOPTÉ LE 11 AVRIL 1963

[NOTE: Article 13 was subsequently renumbered Article 12 by Resolution 2 (Cg-IV) adopted by the Fourth Congress of the World Meteorological Organization at its sixteenth plenary meeting held at Geneva on April 27, 1963.]^[2]

[NOTA: Il s'agit de l'Article 13 qui a été subséquemment renuméroté Article 12 en vertu de la Résolution 2 (Cg-IV) adoptée par le Quatrième Congrès de l'Organisation Météorologique Mondiale à sa seizième séance plénière tenue à Genève le 27 avril 1963.]

¹ TIAS 2052; 1 UST 287.

² Post, p. 2078.

Article 13
Composition

The Executive Committee shall consist of:

- (a) The President and Vice-Presidents of the Organization;
- (b) The Presidents of Regional Associations who can be replaced at sessions by their alternates, as provided for in the General Regulations;
- (c) Twelve Directors of Meteorological Services of Members of the Organization, who can be replaced at sessions by alternates, provided:
 - (i) That these alternates shall be as provided for in the General Regulations;
 - (ii) That not more than seven and not less than two Members of the Executive Committee, comprising the President and Vice-Presidents of the Organization, the Presidents of Regional Associations and the twelve elected Directors shall come from one region, this region being determined in the case of each Member in accordance with the General Regulations.

Article 13
Composition

Le Comité Exécutif est composé:

- (a) du Président et des Vice-Présidents de l'Organisation;
- (b) des Présidents des Associations Régionales, qui peuvent être remplacés aux sessions par des suppléants, ainsi qu'il est prévu au Règlement général;
- (c) de douze Directeurs de Services Météorologiques des Membres de l'Organisation, qui peuvent être remplacés aux sessions par des suppléants, sous réserve:
 - (i) que ces suppléants soient ceux prévus par le Règlement général;
 - (ii) qu'aucune région ne puisse compter plus de sept Membres et compte au moins deux Membres du Comité Exécutif, y compris le Président et les Vice-Présidents de l'Organisation, les Présidents des Associations Régionales et les douze Directeurs élus, la région étant déterminée pour chaque Membre conformément aux dispositions du Règlement général.

I CERTIFY THAT the foregoing is a true copy of the amended text, in the English and French languages, of Article 13 of the Convention of the World Meteorological Organization signed at Washington under date of October 11, 1947, adopted by the Fourth Congress of the World Meteorological Organization at its seventh plenary meeting held at Geneva on April 11, 1963, in Resolution 1 (Cg-IV).

IN TESTIMONY WHEREOF, I, DEAN RUSK, 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 tenth day of February, 1964.

DEAN RUSK
Secretary of State

[SEAL] By BARBARA HARTMAN
Authentication Officer
Department of State

**AMENDED TEXT OF ARTICLES OF THE CONVENTION
OF THE WORLD METEOROLOGICAL ORGANIZATION
ADOPTED ON APRIL 27, 1963**

**TEXTE AMENDE DES ARTICLES DE LA CONVENTION
DE L'ORGANISATION METEOROLOGIQUE MONDIALE
ADOPTES LE 27 AVRIL 1963**

Article 2

Purposes

The purposes of the Organization shall be:

- (a) To facilitate worldwide cooperation in the establishment of networks of stations for the making of meteorological observations or other geophysical observations related to meteorology and to promote the establishment and maintenance of meteorological centers charged with the provision of meteorological services;
- (b) To promote the establishment and maintenance of systems for the rapid exchange of meteorological information;
- (c) To promote standardization of meteorological observations and to ensure the uniform publication of observations and statistics;
- (d) To further the application of meteorology to aviation, shipping, agriculture, and other human activities; and
- (e) To encourage research and training in meteorology and to assist in coordinating the international aspects of such research and training.

[NOTE: Only the English text was amended.]

Footnote in original.

PART V**Officers of the Organization and members of
the Executive Committee****Article 5**

- (a) Eligibility for election to the offices of President and Vice-Presidents of the Organization, of President and Vice-President of the Regional Associations, and for membership, subject to the provisions of Article 12 (c) (ii) ['] of the Convention, of the Executive Committee shall be confined to persons who are designated as the Directors of their Meteorological Service by the Members of the Organization for the purpose of this Convention.
- (b) In the performance of their duties, all officers of the Organization and members of the Executive Committee shall act as representatives of the Organization and not as representatives of particular Members thereof.

Article 6**Composition**

- (a) The Congress is the general assembly of delegates representing Members and as such is the supreme body of the Organization.
- (b) Each Member shall designate one of its delegates, who should be the Director of its Meteorological Service, as its principal delegate at Congress.
- (c) With a view to securing the widest possible technical representation, any Director of a Meteorological Service or any other individual may be invited by the President to be present and to participate in the discussions of the Congress in accordance with the provisions of the General Regulations (hereinafter referred to as "Regulations").

¹ See NOTE *ante* p. 2069, *and* text, p. 2070.

PARTIE V

Titulaires de fonctions de l'organisation et membres du Comité Exécutif

Article 5

- (a) Seules les personnes qui sont désignées par les Membres aux fins d'application de la Convention comme Directeurs de leur Service météorologique peuvent être élues à la Présidence et aux Vice-Présidences de l'Organisation, à la Présidence et Vice-Présidence des Associations Régionales et, sous réserve des dispositions de l'article 12, alinéa (c) (ii) de la Convention, comme membres du Comité Exécutif.
- (b) Dans l'accomplissement de leurs devoirs, tous les titulaires de fonctions de l'Organisation et les membres du Comité Exécutif se comporteront comme les représentants de l'Organisation et non comme ceux de Membres particuliers de l'Organisation.

Article 6

Composition

- (a) Le Congrès est l'assemblée générale des délégués représentant les Membres et, à ce titre, il est l'organisme suprême de l'Organisation.
- (b) Chacun des Membres désigne un de ses délégués, qui devrait être le Directeur de son Service météorologique, comme délégué principal au Congrès.
- (c) En vue d'obtenir la plus grande représentation technique possible, tout Directeur d'un Service météorologique ou toute autre personne peuvent être invités par le Président à assister et à participer aux discussions du Congrès, conformément aux dispositions du Règlement général (ci-après appelé "Le Règlement").

Article 7**Functions**

In addition to functions set out in other articles of the Convention, the primary duties of the Congress shall be:

- (a) To determine general policies for the fulfilment of the purposes of the Organization as set forth in Article 2;
- (b) To make recommendations to Members on matters within the purposes of the Organization;
- (c) To refer to any body of the Organization any matter within the provisions of the Convention upon which such a body is empowered to act;
- (d) To determine regulations prescribing the procedures of the various bodies of the Organization, and in particular, the general, technical, financial and staff Regulations;
- (e) To consider the reports and activities of the Executive Committee and to take appropriate action in regard thereto;
- (f) To establish Regional Associations in accordance with the provisions of Article 17; to determine their geographical limits, coordinate their activities, and consider their recommendations;
- (g) To establish Technical Commissions in accordance with the provisions of Article 18; to define their terms of reference, coordinate their activities, and consider their recommendations;
- (h) To determine the location of the Secretariat of the Organization;
- (i) To elect the President and Vice-Presidents of the Organization, and members of the Executive Committee other than the Presidents of the Regional Associations;

Congress may also take any other appropriate action on matters affecting the Organization.

Article 10**Voting**

- (a) In a vote in Congress each Member shall have one vote. However, only Members of the Organization which are States (hereinafter referred to as "Members which are States") shall be entitled to vote or to take a decision on the following subjects:
 - (1) Amendment or interpretation of the Convention or proposals for a new Convention;

Article 7

Fonctions

Outre les attributions qui lui sont réservées dans d'autres articles de la présente Convention, le Congrès a pour fonctions principales:

- (a) de déterminer des mesures d'ordre général, afin d'atteindre les buts de l'Organisation, tels qu'ils sont énoncés à l'article 2;
- (b) de faire des recommandations aux Membres sur les questions qui relèvent de la compétence de l'Organisation;
- (c) de renvoyer à chaque organe de l'Organisation les questions qui, dans le cadre de la Convention, sont du ressort de cet organe;
- (d) d'établir les règlements prescrivant les procédures des divers organes de l'Organisation, et notamment le Règlement général, le Règlement technique, le Règlement financier et le Règlement du personnel de l'Organisation;
- (e) d'examiner les rapports et les activités du Comité Exécutif et prendre toutes mesures utiles à cet égard;
- (f) d'établir des Associations Régionales conformément aux dispositions de l'article 17, fixer leurs limites géographiques, coordonner leurs activités et examiner leurs recommandations;
- (g) d'établir des Commissions Techniques conformément aux dispositions de l'article 18, définir leurs attributions, coordonner leurs activités et examiner leurs recommandations;
- (h) de fixer le siège du Secrétariat de l'Organisation;
- (i) d'élire le Président et les Vice-Présidents de l'Organisation et les membres du Comité Exécutif autres que les Présidents des Associations Régionales;

Le Congrès peut également prendre toutes autres mesures appropriées sur des questions intéressant l'Organisation.

Article 10

Vote

- (a) Dans un vote du Congrès, chaque Membre dispose d'une seule voix. Toutefois, seuls les Membres de l'Organisation qui sont des Etats (ci-après appelés "Membres qui sont des Etats") ont le droit de voter ou de prendre des décisions sur les sujets suivants:
 - (1) Modification ou interprétation de la Convention ou propositions pour une nouvelle Convention;

- (2) Requests for Membership of the Organization;
 - (3) Relations with the United Nations and other intergovernmental organizations;
 - (4) Election of the President and Vice-Presidents of the Organization and of the members of the Executive Committee other than the Presidents of the Regional Associations.
- (b) Decisions shall be by a two-thirds majority of the votes cast for and against, except that elections of individuals to serve in any capacity in the Organization shall be by simple majority of the votes cast. The provisions of this paragraph however, shall not apply to decisions taken in accordance with Articles 3, 24, 25 and 27 of the Convention.

Article 11

Quorum

The presence of delegates of a majority of the Members shall be required to constitute a quorum for meetings of the Congress. For those meetings of the Congress at which decisions are taken on the subjects enumerated in paragraph (a) of Article 10, the presence of delegates of a majority of the Members which are States shall be required to constitute a quorum.

**DELETE Article 12—First Meeting of the Congress; and
RENUMBER Article 13—Composition, as amended by Resolution 1
(Cg-IV), to read: Article 12—Composition; and**

**RENUMBER all remaining Articles—from Article 14 to Article 35
inclusive—Article 14 as Article 13, et cetera.**

- (2) Demandes d'admission comme Membres de l'Organisation;
 - (3) Relations avec les Nations Unies et autres organisations intergouvernementales;
 - (4) Election du Président et des Vice-Présidents de l'Organisation et des membres du Comité Exécutif autres que les Présidents des Associations Régionales;
- (b) Les décisions sont prises à la majorité des deux-tiers des voix exprimées pour ou contre, sauf en ce qui concerne l'élection à tout poste dans l'Organisation qui se fait à la majorité simple des voix exprimées. Les dispositions du présent alinéa, toutefois, ne s'appliquent pas aux décisions prises en vertu des articles 3, 24, 25 et 27 de la Convention.

Article 11

Quorum

La présence de délégués représentant la majorité des Membres est nécessaire pour qu'il y ait quorum aux séances du Congrès. Pour les séances du Congrès où des décisions sont prises sur les sujets énumérés à l'alinéa (a) de l'article 10, la présence de la majorité des Membres qui sont les Etats est nécessaire pour qu'il y ait quorum.

SUPPRIMER l'Article 12—Première réunion du Congrès; et
CHANGER la numérotation de l'Article 13—Composition, tel qu'il a été amendé par la résolution 1 (Cg-IV), de manière à lire:
Article 12—Composition; et
CHANGER la numérotation de tous les Articles restants,—celle des Articles 14 à 35 (compris)—de manière à lire 14 au lieu de 13, et ainsi de suite.

Article 13

Functions

The Executive Committee is the executive body of the Organization. In addition to functions set out in other Articles of the Convention, the primary functions of the Executive Committee shall be:

- (a) To implement the decisions taken by the Members of the Organization either in Congress or by means of correspondence and to conduct the activities of the Organization in accordance with the intention of such decisions;
- (b) To consider and, where necessary, take action on behalf of the Organization on resolutions and recommendations of Regional Associations and Technical Commissions in accordance with the procedures laid down in the Regulations;
- (c) To provide technical information, counsel, and assistance in the field of meteorology;
- (d) To study and make recommendations on any matter affecting international meteorology and the operation of Meteorological Services;
- (e) To prepare the agenda for the Congress and to give guidance to the Regional Associations and Technical Commissions in the preparation of their agenda;
- (f) To report on its activities to each session of Congress;
- (g) To administer the finances of the Organization in accordance with the provisions of PART XI of the Convention;

The Executive Committee may also perform such other functions as may be conferred on it by the Congress or by Members collectively.

Article 14

Sessions

- (a) The Executive Committee shall normally hold a session at least once a year, at a place and on a date to be determined by the President of the Organization, after consultation with other members of the Committee.
- (b) An extraordinary session of the Executive Committee shall be convened according to the procedures contained in the Regulations, after receipt by the Secretary-General of requests from a majority of the members of the Executive Committee. Such a session may also be convened by agreement between the President and the two Vice-Presidents of the Organization.

Article 13

Fonctions

Le Comité Exécutif est l'organe exécutif de l'Organisation.

Outre les attributions qui lui sont réservées dans d'autres articles de la Convention, le Comité Exécutif a pour fonctions principales:

- (a) de mettre à exécution des décisions prises par les Membres de l'Organisation, soit au Congrès, soit par correspondance, et de conduire les activités de l'Organisation conformément à ces décisions;
- (b) d'examiner et, si nécessaire, de prendre des mesures au nom de l'Organisation sur les résolutions et recommandations des Associations Régionales et des Commissions Techniques, conformément aux procédures fixées par le Règlement;
- (c) de fournir des renseignements et des avis d'ordre technique, et toute l'assistance possible dans le domaine de la météorologie;
- (d) d'étudier toute question intéressant la météorologie internationale et le fonctionnement des Services météorologiques, et de formuler des recommandations à ce sujet;
- (e) de préparer l'ordre du jour du Congrès et de guider les Associations Régionales et les Commissions Techniques dans la préparation du programme de leurs travaux;
- (f) de présenter un rapport sur ses activités à chaque session du Congrès;
- (g) de gérer les finances de l'Organisation conformément aux dispositions de la PARTIE XI de la Convention.

Le Comité Exécutif peut également remplir toutes autres fonctions qui pourraient lui être confiées par le Congrès ou par l'ensemble des Membres.

Article 14

Sessions

- (a) Le Comité Exécutif tient normalement une session au moins une fois par an, en un lieu et à une date fixés par le Président de l'Organisation, après consultation des membres du Comité.
- (b) Le Comité Exécutif se réunit en session extraordinaire conformément à la procédure fixée dans le Règlement, après réception par le Secrétaire Général de demandes émanant de la majorité des membres du Comité Exécutif. Une telle session peut également être convoquée sur décision conjointe du Président et des deux Vice-Présidents de l'Organisation.

Article 16**Quorum**

The presence of two-thirds of the members shall be required to constitute the quorum for meetings of the Executive Committee.

Article 22

- (a) The Congress shall determine the maximum expenditure which may be incurred by the Organization on the basis of the estimates submitted by the Secretary General, after prior examination by, and with the recommendations of, the Executive Committee.
- (b) The Congress shall delegate to the Executive Committee such authority as may be required to approve the annual expenditures of the Organization within the limitations determined by the Congress.

Article 24

The Organization shall be in relationship to the United Nations pursuant to Article 57 of the Charter of the United Nations.^[1] Any agreement concerning such relationship shall require approval by two-thirds of the Members which are States.

Article 25

- (a) The Organization shall establish effective relations and cooperate closely with such other intergovernmental organizations as may be desirable. Any formal agreement entered into with such organizations shall be made by the Executive Committee, subject to approval by two-thirds of the Members which are States, either in Congress or by correspondence.

^[1] TS 993; 59 Stat. 1046.

Article 16

Quorum

La présence des deux-tiers des membres est nécessaire pour qu'il y ait quorum aux séances du Comité Exécutif.

Article 22

- (a) Le Congrès fixe le chiffre maximum des dépenses de l'Organisation d'après les prévisions soumises par le Secrétaire Général, après examen préalable du Comité Exécutif et compte tenu des recommandations formulées par ce dernier.
- (b) Le Congrès délègue au Comité Exécutif l'autorité qui pourrait lui être nécessaire pour approuver les dépenses annuelles de l'Organisation dans les limites fixées par le Congrès.

Article 24

Les relations entre l'Organisation et l'Organisation des Nations Unies sont régies par les termes de l'article 57 de la Charte des Nations Unies. Tout accord sur les relations entre les deux organisations nécessite l'approbation des deux-tiers des Membres qui sont des Etats.

Article 25

- (a) L'Organisation établira des relations effectives et travaillera en collaboration étroite avec d'autres organisations intergouvernementales chaque fois qu'elle l'estimera opportun. Tout accord officiel qui serait établi avec de telles organisations devra être conclu par le Comité Exécutif, sous réserve de l'approbation des deux-tiers des Membres qui sont des Etats, soit au Congrès, soit par correspondance.

- (b) The Organization may on matters within its purposes make suitable arrangements for consultation and cooperation with non-governmental international organizations and, with the consent of the government concerned, with national organizations, governmental or non-governmental.
- (c) Subject to approval by two-thirds of the Members which are States, the Organization may take over from any other international organization or agency, the purpose and activities of which lie within the purposes of the Organization, such functions, resources, and obligations as may be transferred to the Organization by international agreement or by mutually acceptable arrangements entered into between competent authorities of the respective organizations.

Article 26

- (a) The Organization shall enjoy in the territory of each Member such legal capacity as may be necessary for the fulfilment of its purposes and for the exercise of its functions.
- (b) (i) The Organization shall enjoy in the territory of each Member to which the present Convention applies such privileges and immunities as may be necessary for the fulfilment of its purposes and for the exercise of its functions.
- (b) (ii) Representatives of Members, officers and officials of the Organization as well as members of the Executive Committee shall similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions in connection with the Organization.
- (c) In the territory of any Member which is a State and which has acceded to the Convention on the Privileges and Immunities of the Specialized Agencies adopted by the General Assembly of the United Nations on November 21, 1947^[1] such legal capacity, privileges and immunities shall be those defined in the said Convention.

^[1] 33 UNTS 261.

- (b) L'Organisation peut, sur toute question de sa compétence, prendre toutes dispositions utiles pour agir en consultation et collaboration avec les organisations internationales non gouvernementales et, si le gouvernement intéressé y consent, avec des organisations nationales, gouvernementales ou non.
- (c) Sous réserve d'approbation par les deux-tiers des Membres qui sont des Etats, l'Organisation peut accepter d'autres institutions ou organismes internationaux, dont les buts et l'activité relèvent de la compétence de l'Organisation, toutes fonctions, ressources et obligations qui pourraient être transférées à l'Organisation par accord international ou par arrangement mutuel intervenu entre les autorités compétentes des organisations respectives.

Article 26

- (a) L'Organisation jouit, sur le territoire de chacun de ses Membres, de la capacité juridique qui lui est nécessaire pour atteindre ses buts et exercer ses fonctions.
- (b) (i) L'Organisation jouit, sur le territoire de chacun des Membres auxquels s'applique la présente Convention, des priviléges et des immunités qui lui sont nécessaires pour atteindre ses buts et exercer ses fonctions.
- (b) (ii) Les représentants des Membres, les titulaires de fonctions et les fonctionnaires de l'Organisation, ainsi que les membres du Comité Exécutif, jouissent également des priviléges et immunités qui leur sont nécessaires pour exercer en toute indépendance les fonctions qu'ils détiennent de l'Organisation.
- (c) Sur le territoire de tout Etat Membre qui a adhéré à la Convention sur les priviléges et immunités des institutions spécialisées adoptée par l'Assemblée Générale des Nations Unies le 21 novembre 1947, ce statut juridique, ces priviléges et ces immunités sont ceux qui sont définis dans ladite Convention.

I CERTIFY THAT the foregoing is a true copy of the amended text, in the English and French languages, of Articles of the Convention of the World Meteorological Organization signed at Washington under date of October 11, 1947, adopted by the Fourth Congress of the World Meteorological Organization at its sixteenth plenary meeting held at Geneva on April 27, 1963, in Resolution 2 (Cg-IV).

IN TESTIMONY WHEREOF, I, DEAN RUSK, 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 tenth day of February, 1964.

DEAN RUSK
Secretary of State

[SEAL] By BARBARA HARTMAN
Authentication Officer
Department of State

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