

United States Treaties and Other International Agreements



VOLUME 26

IN THREE PARTS

Part 1

1975

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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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MALAYSIA

Trade in Cotton Textiles

*Agreement amending and extending the agreement
of September 8, 1970.*

Effectuated by exchange of notes

Dated at Kuala Lumpur December 23 and 27, 1974;

Entered into force December 27, 1974.

*The American Ambassador to the Malaysian Deputy Secretary General
(Economics), Ministry of Foreign Affairs*

No. 312

EXCELLENCY:

I have the honor to refer to the Cotton Textile Agreement between our two Governments effected by exchange of notes on September 8, 1970.^[1] As a result of recent discussions between representatives of our Governments, I have the honor to propose that the aforementioned Agreement be amended and extended as provided in the following paragraphs:

A. The first sentence of paragraph 1 is replaced by the following: "The term of this Agreement shall be from September 1, 1970, through December 31, 1974. For purposes of smooth administration of the Agreement, the fourth agreement year, constituting the period from September 1, 1973, through August 31, 1974, and the four-month extended period from September 1, 1974, through December 31, 1974, shall be treated as one agreement period, hereinafter referred to as the Fourth Agreement Period."

B. Paragraph 7 is amended to add the following: "7(A). For the Fourth Agreement Period, the aggregate limit shall be 31,255,875 square yards equivalent. 7(B). Within the aggregate limit for the

¹ TIAS 6953; 21 UST 2076.

Fourth Agreement Period, the following group and specific limits shall apply:

<u>Item</u>	<u>Units</u>	<u>In Square Yards</u>
Group I - Aggregate		17, 190, 732
Categories 9/10		1, 250, 235
Categories 18/19/26 Print Cloth		2, 813, 028
22/23 Twill and Sateen		2, 344, 190
26 (other than Print Cloth) of which Duck not to exceed		6, 876, 292 (3, 125, 646)
Category 31	3, 143, 550 nos.	1, 093, 955
Category 64	278, 585 lbs.	1, 227, 489
Group II - Aggregate		14, 065, 144
Categories 45/46/47		4, 431, 906
Category 49	23, 443 doz.	761, 898
Category 50	39, 070 doz.	695, 329
Category 51	39, 070 doz.	695, 329
Category 53	23, 443 doz.	1, 061, 968
Category 55	28, 130 doz.	1, 434, 630
Category 60	43, 759 doz.	2, 273, 280

7(C). For the Fourth Agreement Period, the consultation level for each category not given a specific limit shall be 781,397 square yards equivalent in categories 1-38 and 64, and 546,978 square yards equivalent in categories 39-63."

C. Paragraph 9 shall be amended to add the following: "Exports of cotton batik and cotton batik textile products which are cut sewn, or otherwise fabricated by hand in cottages, which are units of the cottage industry, shall be exempt from the purview of this Agreement upon the establishment of a mutually satisfactory certification procedure."

If the foregoing is acceptable to your Government, this note and your note of acceptance on behalf of the Government of Malaysia shall constitute an amendment and extension of the Cotton Textile Agreement effected by exchange of notes on September 8, 1970.

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

F. T. UNDERHILL JR.

His Excellency

DATUK AHMAD ZAINAL ABIDIN BIN MOHD. YUSOF,
Deputy Secretary General (Economics),
Ministry of Foreign Affairs,
Kuala Lumpur.

Embassy of the United States of America,
KUALA LUMPUR, December 23, 1974

Dec. 23, 1974

Dec. 27, 1974

The Malaysian Ministry of Foreign Affairs to the American Embassy

CU 226/74

The Ministry of Foreign Affairs, Malaysia presents its compliments to the Embassy of the United States of America and with reference to the latter's Note no:312 dated December 23, 1974 has the honour to inform the Embassy that the Government of Malaysia has agreed to the proposed amendments and extension to the Cotton Textile Agreement between Malaysia and the United States of America as set out in the aforesaid Note.

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

Kuala Lumpur

27th December, 1974



TIAS 7999

MALTA
Trade in Cotton Textiles

*Agreement extending the agreement of June 14, 1967,
as extended.*

*Effectuated by exchange of notes
Dated at Valletta December 27, 1974;
Entered into force December 27, 1974.*

*The American Embassy to the Maltese Ministry of Commonwealth
and Foreign Affairs*

No. 88

The Embassy of the United States of America presents its compliments to the Ministry of Commonwealth and Foreign Affairs and has the honor to refer to the agreement concerning trade in cotton textiles between the United States of America and Malta of June 14, 1967, as amended.^[1]

It has further the honor to propose that the term of this agreement be extended to March 31, 1975 with the understanding that during the extension the limits should be 25 percent of the limits for the year ended December 31, 1974 increased by 5 percent.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Malta will constitute an agreement between our two Governments.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
VALLETTA, December 27, 1974.

^[1] TIAS 6275, 7800; 18 UST 1247; 25 UST 285.

*The Maltese Ministry of Commonwealth and Foreign Affairs to the
American Embassy*

MINISTRY OF COMMONWEALTH
AND FOREIGN AFFAIRS,
PALAZZO PARISIO,
MERCHANTS STREET,
VALLETTA, MALTA.

CFA 1757/66/II

The Ministry of Commonwealth and Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 88 of the 27th December, 1974, concerning the agreement relating to exports of cotton textiles from Malta to the United States which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Commonwealth and Foreign Affairs and has the honor to refer to the agreement concerning trade in cotton textiles between the United States of America and Malta of June 14, 1967, as amended.

It has further the honor to propose that the term of this agreement be extended to March 31, 1975 with the understanding that during the extension the limits should be 25 percent of the limits for the year ended December 31, 1974 increased by 5 percent.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Malta will constitute an agreement between our two Governments.

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

The Ministry of Commonwealth and Foreign Affairs has the honour to confirm to the Embassy of the United States of America that the agreement proposed in the above Note is acceptable to the Government of Malta and further agrees that the Embassy's Note and this Note in reply shall constitute an agreement between our two Governments on the matter.

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



27th DECEMBER, 1974

EMBASSY OF THE
UNITED STATES OF AMERICA,
Development House,
St. Anne Street,
Floriana.

JAPAN

Radiation Effects Research Foundation

*Understanding effected by exchange of notes
Signed at Tokyo December 27, 1974;
Entered into force December 27, 1974.
With record of discussions.*

要請に基づきいつでも相互に協議するものとする。

4 前記の了解は、三年間の期間の後、いずれか一方の政府が他方の政府に対してもこの了解を終了させる意思を文書により通告した日から一箇年の期間が終了するまで効力を存続する。本大臣は、更に、閣下が前記の了解を貴国政府に代わつて確認されるよう要請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。

千九百七十四年十二月二十七日に東京で

日本国外務大臣

元
伊
良
左
氏

日本国駐在アメリカ合衆国特命全権大使

ジエームズ・D・ホッドソン閣下

ことが、委員会及び予研が協力して行つてきた平和的目的のための放射線の人々に及ぼす医学的な影響及び放射線により影響を受ける疾病に関する調査研究活動を更に促進するため望ましいと認め、両国の関係者によるその設立を促進するためそれぞれの政府の権限の範囲内において必要な措置をとる。

両政府は、研究所がその寄附行為に基づいて調査研究活動を円滑に行うことをするため、それぞれの国の法令及び予算の範囲内で、研究所に対する必要な支持及び便宜を与える、かつ、経費の平等分担の原則に従つて財政的寄与を行う意向を有する。

3 両政府は、前記1及び2にいう目的が両政府の効果的な協力により達成されるよう、研究所の設立及び運営から又はそれらに関連して生ずる諸問題について相互に通報し、かつ、

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

書簡をもつて啓上いたしました。本大臣は、原爆傷害調査委員会（以下「委員会」という。）が千九百四十七年以来日本国立予防衛生研究所（以下「予研」という。）と協力して行つてきた、放射線の人に及ぼす医学的な影響及び放射線による影響を受ける疾病に関する調査研究活動を、日本国の法律に基づき設立される財団法人によつて効果的に維持することを目的とする日本国及びアメリカ合衆国の関係者の間で行われた最近の協議に言及するとともに、日本国政府の代表者とアメリカ合衆国政府の代表者との間で到達した次の了解を確認する光榮を有します。

1 日本国政府及びアメリカ合衆国政府は、両国の関係者の平穏な参加の下に管理運営される「放射線影響研究所」（以下「研究所」という。）が日本国の法律に準拠した財団法人として千九百七十五年四月一日を目途として日本国に設立される

¹ For the English translation, see p. 11.

The American Ambassador to the Japanese Minister for Foreign Affairs

No. 945

TOKYO, December 27, 1974

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

"I have the honor to refer to the recent consultations held between the persons concerned of Japan and the United States of America, for maintaining effectively, through an incorporated foundation to be organized under the laws of Japan, the activities of research and study on the medical effects of radiation on man and on diseases which may be affected by radiation, which have been carried out by the Atomic Bomb Casualty Commission (hereinafter referred to as "ABCC") through its cooperation with the Japanese National Institute of Health (hereinafter referred to as "JNIIH") since 1947, and to confirm the following understanding reached between the representatives of the Government of Japan and the Government of the United States of America :

1. The Government of Japan and the Government of the United States of America consider that the establishment of "the Radiation Effects Research Foundation" (hereinafter referred to as "the Foundation"), under the management and operation by persons concerned of the two countries under equal participation, in Japan towards April 1, 1975 as an incorporated foundation under the laws of Japan is desirable for the purpose of promoting further the activities of research and study for peaceful purposes on the medical effects of radiation on man and on diseases which may be affected by radiation that have been jointly made by ABCC and JNIIH, and shall take necessary measures within the scope of the competence of the respective Governments to facilitate the establishment of the Foundation by the persons concerned of the two countries.
2. In order to enable the Foundation to carry on smoothly the activities of research and study under its act of endowment, the two Governments have the intention, within the scope of the laws and regulations and within the limit of the budgetary appropriations of the respective countries, to accord to the Foundation such support and facilities as may be necessary and to make financial contributions to the Foundation in accordance with the principle of equal share of the expenses.

3. The two Governments shall keep each other informed and, whenever requested, consult with each other on problems arising out of or in connection with the establishment and operation of the foundation, so that the objectives mentioned in paragraphs 1 and 2 may be achieved through effective cooperation between the two Governments.

4. The foregoing understanding shall continue in force, after the period of three years, until the expiration of the period of one year from the day on which either Government shall have given notice in writing to the other Government of an intention of terminating the understanding.

I have further the honor to request Your Excellency to be good enough to confirm the foregoing understanding on behalf of Your Excellency's Government."

I have further the honor to confirm that the foregoing understanding is also the understanding of the Government of the United States of America.

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

JAMES D. HODGSON

His Excellency

KIICHI MIYAZAWA

*Minister for Foreign Affairs
of Japan*

Record of Discussions

The representatives of the Government of the United States of America and the Government of Japan have held consultations in accordance with paragraph 3 of the Notes exchanged on December 27, 1974 between Mr. J.D. Hodgson, United States Ambassador to Japan and Mr. K. Miyazawa, Minister for Foreign Affairs of Japan, concerning the establishment of an incorporated foundation "Radiation Effects Research Foundation" (hereinafter referred to as "the Foundation"), and have agreed to record the following:

1. The representatives of the two Governments confirmed that, in connection with paragraph 1 of the foregoing Notes, the two Governments are prepared to select, if necessary, the appropriate numbers of their respective citizens as the persons responsible for the concrete preparation of the establishment of the Foundation.
2. The representative of the Government of the United States of America stated that his Government has the intention to dissolve the Atomic Bomb Casualty Commission (hereinafter referred to as "ABCC") upon the establishment of the Foundation and to offer to the Foundation all the buildings, facilities and equipment in Japan in current use by ABCC on the day of inauguration of the Foundation. The representatives of the two Governments stated that in view of the intention of the Government of the United States of America as mentioned above, it is appropriate for the financial contribution of

each Government in the first financial year (April 1, 1975-March 31, 1976) after the inauguration of the Foundation to be one half of the sum of the expenses of the Foundation for the said financial year plus the amount corresponding to the value of the above-mentioned buildings, facilities and equipment to be offered by the Government of the United States of America, provided that the financial contribution of the Government of the United States of America shall include the value of the foregoing buildings, facilities and equipment to be offered by the same Government and they further stated that, to that end, each Government has the intention to seek the necessary budgetary appropriation.

3. The representatives of the two Governments confirmed that it is desirable for the following measures to be taken at the time of inauguration of the Foundation:

- (a) That the business activities and the rights and obligations of ABCC as well as the business activities of the branch laboratories of the Japanese National Institute of Health (hereinafter referred to as "JNIIH") be succeeded by the Foundation on the day of its inauguration.
- (b) That the personnel of ABCC and of the branch laboratories of JNIIH become the personnel of the Foundation on the day of inauguration of the Foundation, subject to the consent of each person.

- (c) That the conditions of work of the personnel of the Foundation, including their salaries, at the time of its inauguration, be those which are currently in force at ABCC.
4. The representative of the Government of the United States of America expressed the wish of his Government that one half of the Officers, including members of the Board of Directors, of the Foundation be United States citizens to be recommended by the Government of the United States of America.
5. The representatives of the two Governments confirmed that "problems arising out of or in connection with the establishment and operation of the Foundation" referred to in paragraph 3 of the above-mentioned Notes include such matters as the annual plans of activities, the budget estimates, the disposition of permanent properties and other organizational matters of the Foundation.
6. The representatives of the two Governments confirmed the position of both Governments that in view of the necessity for the activities of research and study of the Foundation to be carried out on a long-term and stable basis, it is desirable for their financial contributions to the Foundation under the terms of the understanding contained in the foregoing Notes to continue after the completion of the three-year period referred to in paragraph 4 of the said Notes for as long as the activities of research and study of the Foundation are deemed useful.

Tokyo, December 27, 1974

D.Y.

JORDAN

Double Taxation: Earnings From Operation of Ships and Aircraft

*Agreement effected by exchange of notes
Dated at Amman April 17, 1973 and June 20, 1974;
Entered into force June 20, 1974.*

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

No. 102

AMMAN, April 17, 1973

EXCELLENCY:

I have the honor to propose to Your Excellency an Agreement between our two Governments on the subject of reciprocal exemption from income tax of shipping and airlines of our respective countries.

1. The Government of the United States of America, in accordance with Sections 872(B) and 883(A) of its Internal Revenue Code of 1954, shall, on the basis of equivalent exemptions granted by the Government of the Hashemite Kingdom of Jordan to citizens of the United States of America and to corporations organized in the United States of America, exclude from gross income and exempt from income tax all earnings derived

(A) By a corporation organized in the Hashemite Kingdom of Jordan, or

(B) By an individual who is

(I) A citizen of the Hashemite Kingdom of Jordan and

(II) A non-resident alien as to the United States of America.

from the operation of a ship or ships documented, and from the operation of aircraft registered, under the laws of the Hashemite Kingdom of Jordan.

2. For the purpose of this Agreement:

(A) The expressions "operation of a ship or ships" and "operation of aircraft" mean the business or enterprise carried on by owners or charterers of a ship or ships, or of aircraft, as the case may be, of

(I) Transporting persons, including the embarking and debarking of passengers, or

(II) Transporting articles, mails, and other cargo, including the loading and unloading thereof, or
(III) Both (I) and (II).

(B) The term "earnings" means income derived from the activities described in subparagraph (A) hereof, including the sale of tickets in the United States of America. It also includes

(I) Income derived by a domestic or international carrier from the lease of ships or aircraft either on a bareboat or full charter basis, if such lease is incidental to its business as a carrier, and

(II) Income derived from the use of and lease of containers or trailers for the inland transport of containers, and of other related equipment if such income is incidental to income derived from the activities described in subparagraph (A) hereof.

3. The exclusions and exemptions provided for in paragraph (I)

(A) Shall be accorded even though the corporation was resident in the United States of America by reason of engaging in trade or business therein at any time within the taxable year and even though the citizen was engaged in trade or business within the United States of America at any time within the taxable year, regardless of the activities constituting such trade or business;

(B) Shall be applicable with respect to taxable years beginning on or after the first day of January 1972.

4. Either of the two Governments may terminate this agreement by giving to the other Government six months' prior notice of termination in writing and, in such event, the agreement shall cease to be effective for the taxable years beginning on or after the first day of January next following the expiration of the six-month period.

The Government of the United States of America will consider this Note, together with your Note of reply confirming that the Government of the Hashemite Kingdom of Jordan agrees to terms corresponding to those outlined above, as constituting an agreement between the two Governments, entering into force on the date of your reply Note.

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

LEWIS DEAN BROWN

His Excellency
SALAH ABU ZAYD,
Minister of Foreign Affairs,
Amman.

The Jordanian Ministry of Foreign Affairs to the American Embassy

THE HASHEMITE KINGDOM
OF JORDAN
MINISTRY OF FOREIGN AFFAIRS

بِسْمِ الرَّحْمَنِ الرَّحِيمِ

الْكُوْنِيْهُ الْأَشَمِيْتِيْهُ
وزَارَهُ الْخَارِجِيَّهُ

الرَّمَم
التَّارِيخ

Ref. No. TD/16/4090

Date 20/6/1974

The Ministry of Foreign Affairs of the Hashemite Kingdom of Jordan presents its compliments to the Embassy of the United States of America, and has the honour to reply to the Embassy's Note, reference No. 102 of April 17, 1973, and to confirm that the Hashemite Kingdom of Jordan agrees to the terms corresponding to those outlined in the said Note and considers this note with their note reference No. 102 of April 17, 1973, as constituting an agreement between the two Governments to provide reciprocal exemption from income tax of shipping and airlines of their respective countries.

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



EMBASSY OF THE
UNITED STATES OF AMERICA,
Amman,
Jordan.

كتاب رقم [٤٠٣٢٥ / ٨٤٩]

¹ In translation reads "Letter No. 40325/849".

PORtUGAL

Trade in Cotton Textiles

*Agreement extending the agreement of November 17,
1970, as amended.*

*Effectuated by exchange of notes
Signed at Lisbon December 30, 1974;
Entered into force December 30, 1974.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 312

Lisbon, December 30, 1974

Excellency:

I have the honor to refer to the Agreement Concerning
Trade in Cotton Textiles between the United States of
America and Portugal, effected by exchange of notes on
November 17, 1970. [¹]

I have further the honor to propose that the term of
this Agreement be extended to March 31, 1975, with the
understanding that during the extension the limits shall
be 25 percent of the limits for the year ended December 31,
1974 increased by 5 percent.

If the foregoing is acceptable to your Government,
this note and Your Excellency's note of acceptance on behalf
of the Government of Portugal will constitute an agreement

His Excellency

Dr. Jorge Campinos,

Secretary of State for Foreign Affairs,

Lisbon

¹ TIAS 6980, 7336, 7805; 21 UST 2424; 23 UST 697; 25 UST 302.

between our two Governments.

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

Shane N. Scott

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



MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Gabinete do Secretário de Estado

Lisbon, December 30, 1974

Excellency:

I have the honour to acknowledge receipt of Your Excellency's Note n°. 312 of today's date, reading as follows:

Excellency:

I have the honor to refer to the Agreement Concerning Trade in Cotton Textiles between the United States of America and Portugal, effected by exchange of notes on November 17, 1970.

I have further the honor to propose that the term of this agreement be extended to March 31, 1975, with the understanding that during the extension the limits shall be 25 percent of the limits for the year ended December 31, 1974 increased by 5 percent.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on

His Excellency Stuart Nash Scott
Ambassador of the United States of America
Lisbon

behalf of the Government of Portugal will constitute an agreement between our two Governments.

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

In reply I have the honour to signify on behalf of the Government of Portugal its concurrence in the foregoing purposes and to confirm that Your Excellency's note and this note shall constitute an Agreement between our two Governments in this matter, effective from today's date.

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

Jorge Campinos -

Jorge Campinos

Secretary of State for Foreign Affairs

EGYPT

Trade in Cotton Textiles

*Agreement extending the agreement of May 10, 1974.
Effectuated by exchange of notes
Signed at Cairo December 28 and 31, 1974;
Entered into force December 31, 1974.*

The American Ambassador to the Egyptian Minister of Foreign Trade

AMERICAN EMBASSY

CAIRO, EGYPT
December 28, 1974.

EXCELLENCY:

I have the honor to refer to the Agreement concerning trade in cotton textiles between the United States of America and the Arab Republic of Egypt, effected by exchange of notes on May 10, 1974, [¹] as corrected by exchange of notes on July 8 and July 11, 1974. [²]

The Government of the United States of America proposes:

1. To extend the term of this Agreement to March 31, 1975, with the understanding that during this extension the aggregate limit will be a quarter of the aggregate stipulated in the Agreement for calendar year 1975.

2. That during the extension and within the aggregate, the levels of trade in the categories specified in this Agreement shall not exceed the indicated percentages of a quarter of the aggregate level specified for 1975.

3. When the new Agreement is negotiated it will be made retroactive to January 1, 1975.

If the foregoing is acceptable to your Government, this note and your Excellency's note of confirmation on behalf of the Government of the Arab Republic of Egypt will constitute an Agreement between our two Governments.

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

HERMANN FR. EILTS

His Excellency

FATHI MATBOULI,

*Minister of Foreign Trade,
Cairo.*

¹ TIAS 7828; 25 UST 850.

² Not printed.

The Egyptian Minister of Foreign Trade to the American Ambassador

ARAB REPUBLIC OF EGYPT
MINISTRY OF TRADE
OFFICE OF THE MINISTER

CAIRO, 31st December, 1974.

YOUR EXCELLENCY,

I have the honour to acknowledge the receipt of your letter dated 28 December 1974, which reads as follows:

"I have the honor to refer to the Agreement concerning trade in cotton textiles between the United States of America and the Arab Republic of Egypt, effected by exchange of notes on May 10, 1974, as corrected by exchange of notes on July 8 and July 11, 1974.

The Government of the United States of America proposes:

1. To extend the term of this Agreement to March 31, 1975, with the understanding that during this extension the aggregate limit will be a quarter of the aggregate stipulated in the Agreement for calendar year 1975.
2. That during the extension and within the aggregate, the levels of trade in the categories specified in this Agreement shall not exceed the indicated percentages of a quarter of the aggregate level specified for 1975.
3. When the new Agreement is negotiated it will be made retroactive to January 1, 1975.

If the foregoing is acceptable to your Government, this note and your Excellency's note of confirmation on behalf of the Government of the Arab Republic of Egypt will constitute an Agreement between our two Governments.

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

I have further the honour, on behalf of the Government of the Arab Republic of Egypt to accept the proposals, of the Government of the United States of America as contained in the above.

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

MATBOULI

His Excellency,

HERMANN FREDERICK EILTS,

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

CANADA

Liability for Loss or Damage from Certain Rocket Launches

*Agreement effected by exchange of notes
Dated at Ottawa December 31, 1974;
Entered into force December 31, 1974.*

*The American Embassy to the Canadian Department of External
Affairs*

No. 247

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Embassy's note No. 202 of October 4, 1974, the Department's note No. ECS-1575 of December 13, 1974, [¹] and discussions which have taken place in Washington, D.C. concerning liability for any loss or damage resulting from the launching of two Black Brant rockets from the DEW Station at Cape Parry, Northwest Territory, Canada, in early January 1975.

The Embassy wishes to assure the Department that, in the event of loss of life, personal injury, or damage or loss to property resulting from these rocket launches, the Government of the United States of America intends to take all necessary measures to comply fully with its obligation under the Treaty of Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, in particular Article VII thereof, [²] and international law.

The Embassy has the honor to propose that, in the event of such loss or damage, the Government of the United States and the Government of Canada shall consult promptly, and in any case prior to the settlement of any claim arising out of these launches, with a view to arriving at an expeditious and mutually acceptable disposition of such claim, in accordance with international law and the domestic law of each state. These consultations shall take into account the following considerations:

1. The United States is the state which procures these launches.
2. The United States is the state which primarily benefits from these launches.

^¹ Not printed.

^² TIAS 6347; 18 UST 2415.

3. The United States Atomic Energy Commission is an agency of the Government of the United States.

4. Sandia Corporation, a subsidiary of Western Electric Company, will be primarily in control of the actual launches as agent of the United States Atomic Energy Commission.

With respect to loss or damage in Canada which may result from these launches, the United States Atomic Energy Commission has assured the National Research Council of Canada by means of a letter dated December 19, 1974 of which a copy is attached hereto, that the United States Atomic Energy Commission has contracted with the Western Electric Company to indemnify and hold harmless Sandia Corporation or Western Electric Company for liability under Canadian law which may result from any loss or damage arising out of activities undertaken on behalf of the United States Atomic Energy Commission in connection with these launches.

In the event that a claim arising out of these launches is not settled expeditiously in a mutually acceptable manner, the Government of the United States and the Government of Canada shall give consideration to the establishment of a Claims Commission such as that provided for in Article XV of the Convention on International Liability for Damage Caused by Space Objects [¹] with a view to arriving at a prompt and equitable settlement.

The Embassy wishes to advise the Department that appropriate representatives of the Government of the United States are prepared to enter into discussions with appropriate representatives of the Government of Canada for the purpose of developing a continuing program of scientific cooperation, including rocket-borne experiments, for mutual benefit. In the meantime, the Embassy assures the Department that, should the National Research Council of Canada wish to conduct rocket-borne experiments from facilities operated by the United States Atomic Energy Commission, the Government of the United States will give favorable consideration to such launches and to liability arrangements relating thereto substantially similar to the liability arrangements for the January 1975 launches.

If the foregoing is acceptable to the Government of Canada, the Embassy has the honor to propose that this note and your reply satisfy the condition upon which the approval of the Government of Canada was given to the launches at Cape Parry, Northwest Territory, in the Department's note No. ECS-1575 of December 13, 1974.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
OTTAWA, December 31, 1974

¹ TIAS 7762; 24 UST 2398.

[ENCLOSURE]

Dr. WILLIAM G. SCHNEIDER
President
National Research Council of Canada
Executive Offices
Montreal Road
Ottawa, Canada K1A OR6

DEAR DR. SCHNEIDER:

We have been looking into the matter of reaching a mutually satisfactory understanding with respect to any damage which may arise out of the proposed AEC rocket launches during January 1975 from your facilities at Cape Parry, N.W.T. in connection with our scientific studies of the geomagnetic cusp region (Operation Tordo).

After reviewing the plan of operation, it appears that only representatives of the AEC to be in Canada for the purposes of these launchings will be personnel from our Sandia Laboratories. In view of the AEC's contractual arrangements with Sandia Corporation (including its parent, the Western Electric Company), which operates the laboratories exclusively for the AEC, I am able to assure you that the AEC has contracted to indemnify and hold the contractor harmless against any loss, expense or damage (including personal injuries and death of persons and damage to property) of any kind and for any cause whatsoever arising out of or connected with the activities carried out on behalf of AEC. This will confirm that this indemnity agreement will apply to loss or damage which may arise under Canadian law from the AEC-Sandia activities in Canada for purposes of Operation Tordo.

I further wish to assure you that, if for some reason this indemnity agreement should be modified before completion of those activities, we would obtain the approval of the appropriate Canadian authorities before proceeding further with any such activities in Canada.

I trust that, with the foregoing assurances, we can look forward to having our respective scientists move ahead with Operation Tordo.

Sincerely,

ABRAHAM S. FRIEDMAN
Abraham S. Friedman
Director, Division of
International Programs,
United States Atomic Energy
Commission

The Canadian Department of External Affairs to the American Embassy

Department of External Affairs
Canada

Ministère des Affaires étrangères
Canada

No. ECS-1599

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's note No. 247 of December 31, 1974 concerning liability for any loss or damage resulting from the launching of two Black Brant rockets from the DEW Station at Cape Parry, Northwest Territories, Canada, in early January 1975.

The Department wishes to advise the Embassy that the Government of Canada accepts the proposal set forth in the note under reference that that note together with this reply satisfy the condition upon which the approval of the Government of Canada was given to launches at Cape Parry, Northwest Territories, in the Department's note No. ECS-1575 of December 13, 1974.

The Department also wishes to advise that it has taken note of the Embassy's assurance that, should the National Research Council of Canada wish to conduct rocket-borne experiments from facilities operated by the United States of America Atomic Energy Commission, the Government of the United States of America will give favourable consideration to such launches and to liability arrangements relating thereto substantially similar to the liability arrangements for the January 1975 launches.

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

Ottawa, December 31, 1974

SOCIALIST REPUBLIC OF ROMANIA

Cultural Relations

*Agreement signed at Bucharest December 13, 1974;
Entered into force January 1, 1975.*

A G R E E M E N T

between the Government of the United States of America
and the Government of the Socialist Republic of Romania
on Cooperation and Exchanges in the Cultural, Educational,
Scientific and Technological Fields

The Government of the United States of America and the Government of the
Socialist Republic of Romania;

Considering the historic ties of friendship between the American and
Romanian peoples;

Believing that exchanges and cooperation in cultural, educational,
scientific, technological and other fields will contribute to further know-
ledge and mutual understanding between the American and Romanian peoples and
to the continued development of mutually beneficial relations between the
two countries;

Recognizing that exchanges and cooperation between institutions of the
two countries will contribute to the cultural and material development of
their peoples;

Considering the existing exchanges and cooperation in these fields
between the two countries, and desiring their further expansion;

Desiring to develop their relations on the basis of the principles set
forth in the joint statement of the Presidents of the two States on December 5,
1973,^[1]

Agree as follows:

ARTICLE I

1. The Parties will encourage and develop exchanges and cooperation in
the arts, culture, communications media, education, tourism, sports, and in
other fields of common interest on the basis of mutual benefit and respect.
They will provide opportunities for and facilitate appropriate direct contacts
and cooperative activities between organizations, institutions, and individuals
of the two countries. Such exchanges, contacts and activities may include, but
need not be limited to the following:

A. Exchange of students, instructors, professors, lecturers, re-

¹ TIAS 7746; 24 UST 2257.

searchers, education officials and specialists;

B. Exchange of books, periodicals, educational and teaching materials, including visual aids;

C. Organization of conferences, symposia, and seminars as well as joint research projects;

D. Direct cooperation and exchanges between universities and other institutions of higher education;

E. Study of the language, literature and culture of the two countries, at the University and other levels;

F. Exhibits of an artistic, cultural, educational or general informational nature;

G. Visits and exchanges of representatives in the fields of architecture, art, literature, music, theater and other arts, including professional and amateur groups of performing artists in music, dance and theater;

H. Showing of documentary and feature films, the organization of film weeks, as well as exchanges and other activities in the field of cinematography;

I. Visits and exchanges of athletes and athletic teams, as well as specialists in the fields of physical education and sports;

J. Visits and exchanges of journalists, editors, publishers and translators of literary works as well as cooperative activities between organizations in the fields of press, radio and television.

2. The Parties will facilitate:

A. Distribution of cultural, informational and other materials designed to enrich the mutual knowledge of the peoples and their cultural values.

B. Access to libraries, museums, cultural centers, reading rooms and archives and the development of direct relations between these and other cultural institutions through exchanges of social, cultural, technical and scientific books, publications and microfilms.

3. The Parties will encourage, with the consent of the authors and

and in accordance with the legal requirements of the two countries, the translation and publication of literary and scientific works as well as works of a general nature, of the other country.

ARTICLE II

The Parties will continue to facilitate the activities of the American [1] and Romanian Libraries in conformity with the Understanding of August 3, 1969.

ARTICLE III

1. The Parties will encourage and develop exchanges and cooperation in the fields of science, technology and health on the basis of mutual benefit. They will facilitate, as appropriate, cooperative activities and direct contacts between organizations, institutions and specialists of the two countries. Such activities, contacts, and exchanges may include, but need not be limited to the following:

- A. Joint research, development and implementation of programs and projects in basic and applied sciences, as well as exchanges of experience and research results;
- B. Visits, study trips, and exchanges between scientists and specialists;
- C. Organization of joint courses, conferences, seminars and symposia;
- D. Organization of scientific and technical exhibits and displays on on a non-commercial basis;
- E. Exchanges of scientific and technical documentation and information, including scientific and technical films;
- F. Other forms of scientific and technical cooperation as may be mutually agreed.

2. The Parties will take all appropriate measures to encourage and achieve the fulfillment of agreements and understandings mentioned in periodic programs of exchanges.

ARTICLE IV

The Parties will also encourage the conclusion, when considered necessary and mutually beneficial, of other understandings, arrangements and periodic programs of exchanges in the fields covered by this Agreement.

¹TIAS 6733; 20 UST 2712.

ARTICLE V

This Agreement, and the exchanges, contacts, and activities under it will be carried out subject to the Constitution and to applicable laws and regulations of each country. Within this framework, both Parties will exert their best efforts to promote favorable conditions for the fulfillment of the Agreement and the exchanges, contacts and cooperative activities under it.

ARTICLE VI

For the purpose of implementing this Agreement, the Parties will conclude periodic programs of exchanges which will detail the activities and exchanges, as well as the financial conditions, to be carried out.

The Parties will meet periodically to review current activities, to take appropriate measures, and to consider future activities.

ARTICLE VII

This Agreement will enter into force on January 1, 1975. The Agreement is valid for five years and may be automatically extended for additional periods of five years. It may be modified only by prior agreement of the Parties.

The Agreement may be terminated by either Party upon written notice to the other Party at least six months prior to its expiration.

DONE at Bucharest, in duplicate, the day of December 13, 1974, in the English and Romanian languages, both equally authentic.

 [1]

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

 [2]
FOR THE GOVERNMENT OF THE
SOCIALIST-REPUBLIC OF ROMANIA

¹ Harry G. Barnes, Jr.

² Vasile Gliga

A C O R D

între Guvernul Statelor Unite ale Americii și Guvernul Republicii Socialiste România privind cooperarea și schimburile în domeniile culturii, învățămîntului, științei și tehnologiei

Guvernul Statelor Unite ale Americii și Guvernul Republicii Socialiste România;

Luînd în considerare legăturile istorice de prietenie între popoarele american și român;

Fiind convins că schimburile și cooperarea în domeniile culturii, învățămîntului, științei, tehnologiei și în alte domenii vor contribui la o mai bună cunoaștere și înțelegere reciprocă dintre popoarele american și român și la continua dezvoltare a relațiilor reciproc avantajoase dintre cele două țări;

Recunoscînd că schimburile și cooperarea dintre instituțiile celor două țări vor contribui la dezvoltarea culturală și materială a popoarelor lor;

Luind în considerare schimburile existente și cooperarea în aceste domenii dintre cele două țări și dorința largirii lor continue;

Dorind să dezvolte relațiile lor, pe baza principiilor cuprinse în Declarația Comună a Președinților celor două țări din 5 decembrie 1973, au convenit asupra următoarelor:

Articolul I

1. Părțile vor încuraja și dezvolta schimburile și colaborarea în domeniile artei, culturii, mijloacelor de informare, învățământului, turismului, sportului și în alte domenii de interes comun, pe baza avantajului și respectului reciproc. Ele vor asigura posibilități și vor facilita contacte directe corespunzătoare și activități de colaborare între organizații, instituții și persoane din cele două țări. Asemenea schimburi, contacte și activități pot include, fără a avea un caracter limitativ următoarele:

A. Schimb de studenți, cadre didactice, lectori, cercetători, oficialități și specialiști din domeniul învățământului;

B. Schimb de cărți, periodice, materiale educative și didactice, inclusiv materiale vizuale;

C. Organizarea de conferințe, simpozioane și seminarii, precum și de proiecte comune de cercetare;

D. Colaborarea și schimburi directe între universități și alte instituții de învățămînt superior;

E. Studiul limbii, literaturii și culturii celor două țări, la nivel universitar și la alte niveluri;

F. Expoziții din domeniile artei, culturii, educației și de informare generală;

G. Vizite și schimburi de reprezentanți din domeniile arhitecturii, artei, literaturii, muzicii, teatrului și altor arte, inclusiv schimburi de grupuri profesionale și de amatori din domeniul artelor interpretative - muzică, dans și teatru;

H. Prezentarea de filme artistice și documentare, organizarea de săptămâni ale filmului, precum și schimburi și alte activități în domeniul cinematografiei;

I. Vizite și schimburi de sportivi, echipe sportive, precum și de specialiști în domeniile educației fizice și sportului;

J. Vizite și schimburi de ziariști, editori, direcatori de case editoriale și traducători de opere literare, precum și colaborare între organizații din domeniile presei, radioului și televiziunii.

2. Părțile vor facilita:

A. Difuzarea de materiale culturale, informative și de alte materiale menite să îmbogățească cunoașterea reciprocă a popoarelor și a valorilor lor culturale.

B. Accesul la biblioteci, muzee, centre culturale, săli de lectură și arhive, precum și dezvoltarea relațiilor directe între acestea și între alte instituții culturale, prin schimburi de cărți, publicații și microfilme cu caracter social, cultural, tehnic și științific.

3. Părțile vor încuraja traducerea și publicarea operelor literare și științifice, ca și a operelor cu caracter general ale celeilalte țări cu consimțământul autorilor și respectarea reglementărilor legale din fiecare țară.

Articolul II

Părțile vor facilita în continuare activitatea bibliotecilor română și americană, în conformitate cu înțelegerea din 3 august 1969.

Articolul III

1. Părțile vor încuraja și dezvolta schimburile și cooperarea în domeniile științei, tehnologiei și sănătății, pe

baza avantajului reciproc. Ele vor facilita, după caz, contacte directe și cooperarea între organizații, instituții și cercetașii din cele două țări. Asemenea activități, contacte și schimburi pot include, fără a avea un caracter limitativ, următoarele:

A. Cercetări comune, dezvoltarea și realizarea de programe și proiecte în științele fundamentale și aplicative, precum și schimburi de experiență și de informații privind rezultate ale cercetării;

B. Vizite, călătorii de studii și schimburi între oameni de știință și specialiști;

C. Organizarea de cursuri, conferințe, seminarii și simpozioane comune;

D. Organizarea de expoziții și prezentări științifice și tehnice pe bază necommercială;

E. Schimburi de documentații și informații științifice și tehnologice, inclusiv filme științifice și tehnice;

F. Alte forme de cooperare științifică și tehnologică asupra cărora se va conveni de comun acord.

2. Părțile vor lua toate măsurile corespunzătoare pentru stimularea și asigurarea înțeleglerilor și aranjamentelor menționate în programele periodice de schimburi în domeniile prevăzute în prezentul Acord.

Articolul IV

Părțile vor incuraja, de asemenea, încheierea, în măsura în care vor considera necesar și de interes reciproc și a altor înțelegeri, aranjamente și programe periodice de schimburi în domeniile prevăzute în prezentul Acord.

Articolul V

Acest Acord cît și schimburile, contactele și activitățile pe care le conține se vor realiza cu respectarea Constituției, legilor și reglementărilor în vigoare din fiecare țară.

In acest cadru, cele două Părți vor depune toate eforturile pentru a asigura condiții favorabile în vederea îndeplinirii Acordului și realizării schimburilor, contactelor și activităților de colaborare pe care le prevede.

Articolul VI

In scopul îndeplinirii prezentului Acord, Părțile vor încheia periodic programe de schimburi care vor detalia activitățile și schimburile, precum și condițiile financiare de realizare.

Părțile se vor întîlni periodic pentru a trece în revistă activitățile curente, a întreprinde măsuri corepunzătoare și a lua în considerare activitățile viitoare.

Articolul VII

Acest Acord va intra în vigoare la 1 ianuarie 1975.

Acordul este valabil pentru 5 ani și poate fi prelungit de la sine pe noi perioade de cîte 5 ani. Nu poate fi modificat decît prin acordul prealabil al ambelor Părți.

Acordul poate fi denunțat de către fiecare Parte printr-o înștiințare scrisă făcută celeilalte Părți cu cel puțin 6 luni înaintea expirării sale.

Incheiat la București, în două exemplare, în ziua de 13 decembrie 1974, în limbile engleză și română, ambele avînd aceeași valabilitate.



PENTRU GUVERNUL
STATELOR UNITE ALE AMERICII

PENTRU GUVERNUL
REPUBLICII SOCIALISTE ROMANIA

NICARAGUA

Trade in Cotton Textiles

*Agreement terminating the agreement of September 5, 1972,
as amended.*

Effectuated by exchange of notes

*Signed at Managua December 26, 1974 and January 3, 1975;
Entered into force January 3, 1975.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA
MANAGUA, NICARAGUA

No. 77

DECEMBER 26, 1974

EXCELLENCY:

I have the honor to refer to the agreement concerning trade in cotton textiles between our two countries signed on September 5, 1972 at Washington, as amended.^[1]

As a result of the United States' review of its bilateral agreements under Article 2 of the arrangement regarding international trade in textiles (hereinafter referred to as the arrangement), and in particular the conditions and problems of the textile industry of Nicaragua, I proposed that the bilateral cotton textile agreement referred to above be terminated.

Should textiles or textile product exports from Nicaragua to the United States develop in a manner which, in the United States, causes problems of market disruption as defined in the arrangement, the United States reserves the right to request consultations with the Government of Nicaragua in accordance with applicable provisions of the arrangement. I further propose that the Government of Nicaragua agrees to respond promptly to any such request for consultation with a view to reaching an early agreement regarding textiles or textile product exports on mutually satisfactory terms, and that such consultations will be held within 60 days of such a request unless mutually agreed otherwise.

¹ TIAS 7433, 7782; 23 UST 1515; 25 UST 183.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Nicaragua shall constitute an agreement between our two governments, effective on the date of your note of acceptance.

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

TURNER B. SHELTON

His Excellency

ALEJANDRO MONTIEL ARGUELLO
Minister of Foreign Relations
Managua, Nicaragua

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

MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIAGENERAL
SECCION DIPLOMATICA

MS. No. 002

MANAGUA, D.N., 3 de Enero de 1975.

SEÑOR EMBAJADOR:

Tengo el honor de dar aviso de recibo de la atenta comunicación de Vuestra Excelencia No. 77 del 26 de Diciembre de 1974, por la que al referirse al Convenio sobre el Comercio de Textiles de Algodón entre nuestros dos países firmado el 5 de Septiembre de 1972 en Washington, tal como fue enmendado, propone la concertación de un Convenio mediante un intercambio de notas en los términos consignados en la nota referida de Vuestra Excelencia, que traducida al español dice:

"EXCELENCIA:

Tengo el honor de referirme al Convenio sobre el Comercio de Textiles de Algodón entre nuestros dos países firmado el 5 de Septiembre de 1972 en Washington, tal como fue enmendado.

Como resultado de la revisión de los Estados Unidos de sus convenios bilaterales de acuerdo con el Artículo 2 del Convenio Relativo al Comercio Internacional de Textiles (de aquí en adelante referido como el Convenio), y en particular las condiciones y problemas de la industria textil de Nicaragua, propongo que el Convenio Bilateral sobre Textiles de Algodón referido anteriormente sea terminado.

Si los textiles o exportaciones de productos textiles de Nicaragua a los Estados Unidos se desarrollaren de una manera que, en los Estados Unidos, causen problemas o desorganización en el mercado tal como se define en el Convenio, los Estados Unidos se reservan el derecho de solicitar consultas con el Gobierno de Nicaragua de acuerdo con las disposiciones aplicables del Convenio. Propongo además que el Gobierno de Nicaragua convenga en responder prontamente a cualquier solicitud de consulta con el fin de lograr un pronto convenio relativo a los textiles o exportaciones de productos textiles en términos mutuamente satisfactorios, y que tales consultas se verifiquen dentro de los 60 días siguientes a tal solicitud, a menos que sea convenido mutuamente de otra manera.

Si lo anterior es aceptable a su Gobierno, esta nota y la nota de aceptación de Vuestra Excelencia en nombre del Gobierno de Nicaragua constituirán un Convenio entre nuestros dos Gobiernos, efectivo en la fecha de su nota de aceptación.

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

TURNER B. SHELTON”.

En respuesta me complace manifestar a Vuestra Excelencia que mi Gobierno acepta dicha proposición en los términos consignados en la nota trascrita, constituyendo la comunicación de Vuestra Excelencia y esta contestación un Convenio entre nuestros dos Gobiernos, efectivo a partir de esta fecha.

Aprovecho complacido esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

A MONTIEL ARGUELLO

Excelentísimo Señor

TURNER B. SHELTON,

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Managua, D.N.—*

Translation

REPUBLIC OF NICARAGUA
CENTRAL AMERICA
MINISTRY OF FOREIGN RELATIONS

GENERAL SECRETARIAT
DIPLOMATIC SECTION

Ms. No. 002

MANAGUA, January 3, 1975

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 77 of December 26, 1974, referring to the agreement concerning trade in cotton textiles between our two countries signed on September 5, 1972, at Washington, as amended, and proposing the conclusion of an agreement by an exchange of notes in the terms set forth in your aforesaid note, which in Spanish translation reads as follows:

[For the English language text, see p. 41.]

In reply, I take pleasure in informing Your Excellency that my Government accepts the above-mentioned proposal in the terms set forth, and therefore Your Excellency's note and this reply shall constitute an agreement between our two Governments, effective on this date.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

A MONTIEL ARGUELLO

His Excellency

TURNER B. SHELTON,

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

KHMER REPUBLIC
Agricultural Commodities

*Agreement signed at Phnom Penh August 10, 1974;
Entered into force August 10, 1974.*

And amending agreements

Effectuated by exchange of notes

*Signed at Phnom Penh September 17, 1974;
Entered into force September 17, 1974.*

And exchange of notes

*Signed at Phnom Penh October 25, 1974;
Entered into force October 25, 1974.*

And exchange of notes

*Signed at Phnom Penh January 14, 1975;
Entered into force January 14, 1975.*

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

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Khmer Republic (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

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

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

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

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

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

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

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

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

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

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

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial

payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Sub-section 104 (a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

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

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment

is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in

the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

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

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country.

The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign

exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement

in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

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

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

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

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

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

B. Private Trade

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

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress

the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

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

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

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

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,
2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and
3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

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

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the

importing country, or its authorized agent, sells foreign exchange for local currency.

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

H. Consultation

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

I. Identification and Publicity

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

PART II - PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

COMMODITY	SUPPLY PERIOD (UNITED STATES FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
RICE	1975	50,000 Metric Tons	15.7
		TOTAL	15.7

ITEM II. PAYMENT TERMS:**Convertible Local Currency Credit (CLCC)**

1. Initial payment - None
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Amount of each installment payment - approximately equal annual amounts.
5. Due date of first installment payment - ten years after date of last delivery of commodities in each calendar year.
6. Initial interest rate - two (2) percent.
7. Continuing interest rate - three (3) percent.

ITEM III. USUAL MARKETING TABLE:

COMMODITY	IMPORT PERIOD (UNITED STATES FISCAL YEAR)	USUAL MARKETING REQUIREMENT
RICE	1975	NONE

ITEM IV. EXPORT LIMITATIONS:**EXPORT LIMITATION PERIOD:**

A. The export limitation period shall be the United States fiscal year 1975 or any subsequent U.S. fiscal year in which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III A (4), of this agreement, the commodity which may not be exported is rice in the form of paddy, brown, or milled.

ITEM V. SELF-HELP MEASURES:

The government of the Khmer Republic agrees to give priority attention to the production, storage and distribution of agricultural commodities, and specifically:

1. Programs to distribute necessary production inputs.
2. Programs to protect the harvest and storage of agricultural commodities.
3. Programs to distribute available food supplies on an equitable and timely basis.

ITEM VI. Economic development purposes for which proceeds accruing to the importing country are to be used:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic activities, which are a precondition to stable economic development and growth:

- A. Temporary subsidies in agreed amounts on selected commodities to encourage and assist in providing market stabilization during periods of economic disruption, and to assist in transition to a normal market economy;
- B. Relief and resettlement activities in behalf of displaced persons, as a means to assist in bringing about the resumption of orderly economic activity; and
- C. Other such economic development activities as may be jointly agreed by the two governments.

PART III - FINAL PROVISIONS

- A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should

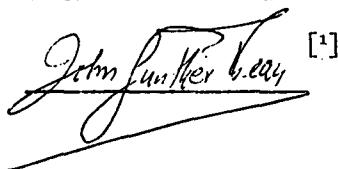
determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

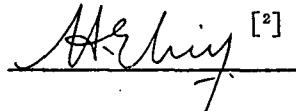
B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Phnom Penh, in duplicate, this 10th day of August 1974

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

 [1]

FOR THE GOVERNMENT OF THE
KHMER REPUBLIC:

 [2]

¹ John Gunther Dean

² Keuky Lim

AGREED OFFICIAL MINUTES WITH REFERENCE TO THE AGRICULTURAL COMMODITIES

AGREEMENT

Between The Government Of The United States Of America And The Government
Of The Khmer Republic
Under Title I Of The
Agricultural Trade Development And Assistance Act, As Amended

Pursuant to discussions held by representatives of the Government of the United States of America (USA) and the Government of the Khmer Republic (GKR) during the negotiation of the above mentioned agreement, it is understood that:

1. The commitment of the United States Government is in terms of the dollar values shown in Part II of the agreement and not the approximate quantities. The quantities are based on current estimates of the export market prices. If export market prices should decline during the validity period of the agreement, Purchase Authorizations (PAs) may limit the amount of financing so that the quantities sold would not substantially exceed the maximum quantity specified in Part II. In case of price increases, the United States Government will consider increasing the amount of the agreement to provide the level of commodities required.

2. Should there be unexpected restraints on Title I, Pl 480 budget expenditures or commodity availabilities it may become necessary for the United States Government to withhold shipments of commodities during the supply period or possibly carry over shipments into the next supply period.

3. The Government of the Khmer Republic will designate an individual in the United States to consult with the United States Department of Agriculture (USDA) on rules and procedures applicable to procurement financing, reporting, and ocean transportation.

This consultation must take place before any PAs are issued. The GKR will designate individuals or agencies in Cambodia with whom the USG representative's may consult regarding such matters as:

- (1) commodity arrival and off-loading information, (2) publicizing arrivals, (3) assurances against resale and transshipment, (4) data relating to imports and exports, and (5) deposit information.

4. If the GKR engages a United States firm or person to handle procurement and transportation, such an agent must be approved by the USDA and a copy of the written agreement must be approved by the USDA, before a PA will be issued.

5. Purchase Authorizations will be issued by USDA upon request by the GKR Embassy in Washington. Among considerations determining the issuances will be (1) the availability of commodities, (2) the availability of ocean shipping space, and (3) the ability of the recipient country to receive the commodity. Extensions of terminal contracting and delivery dates are not generally made. In the case of force majeure, the USDA may consider a request for the extension of the delivery date. Application for a PA will be made within 90 days after the effective date of the agreement.

The USG reserves the right to cancel the uncommitted balance of a PA or decline to issue one if a commodity is determined to be no longer available for PL-480. PAs may be limited to certain grades or types of the commodities involved.

6. The GKR will take appropriate steps to publicize the fact that commodities are being provided by the USG on concessional terms. Additional publicity will be furnished during the implementation of the agreement in connection with arrivals.

7. The fact that no usual marketing requirement is provided for in this agreement should not be interpreted as precluding such a requirement in future agreements, if any.

6. Should exports of similar or like commodities occur during the implementation of the agreement, the USG might withhold the issuances of PAs.

9. Approximately, but not less than 50 percent of the tonnage of each commodity must be shipped on U.S. flag vessels. GKR must be prepared to finance all shipping costs. However, USDA will pay on a reimbursement basis the differential between U.S. flag rates and foreign flag rates for the 50 percent required to be carried on U.S. flag vessels.

10. The GKR will furnish to the USG the required reports concerning arrivals and unloadings, resale and transshipment, imports and exports of same or like commodities, self-help and deposits, according to schedules as requested.

11. As the GKR commercial imports of agricultural commodities increase, the GKR will assure that the USG will be accorded an equal opportunity to compete with other nations for a fair share of such an increase.

12. The GKR reaffirms its understanding of the terms of [1] the Agreed Minute to the Agreement between the Government of the United States and the Government of the Khmer Republic under Title I of the Agricultural Trade Development and Assistance Act, [2] as amended, signed March 2, 1971, relating to self-help measures and the termination clause.

13. The GKR affirms its understanding that the exporting country will require interest payments be made either in foreign currencies or in dollars at the option of the exporting country.

¹ Not printed.

² TIAS 7079; 22 UST 441.

[Handwritten signatures and initials: AJ, JJG, and a date]
10 Aug 74

[AMENDING AGREEMENTS]

The American Chargé d'Affaires, ad interim, to the Khmer Minister of Foreign Affairs ad interim

No. 409

PHNOM PENH, September 17, 1974

EXCELLENCY:

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on August 10, 1974 and propose that Part II, Particular Provisions, be amended as follows:

Under Item I, Commodity Table, on the line titled "Rice", and under the appropriate column headings, delete "50,000 Metric Tons" and "15.7" and insert "100,000 Metric Tons" and "\$33.0". On the line entitled "Total", delete "15.7", and insert "\$33.0".

All other terms and conditions of the August 10, 1974 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective the date of your Note in reply.

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

ROBERT V. KEELEY

Robert V. Keeley
Charge d'Affaires, a.i.

His Excellency

HOU HONG

*Minister of Foreign Affairs, a.i.
Phnom Penh*

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

[¹]

654DGE AE

Phnom Penh, September 17, 1974

Excellency,

I have the honor to acknowledge the receipt of your Excellency's Note of today's date, which reads as follows:

"Excellency:

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by representatives of our two Governments on August 10, 1974 and propose that Part II, Particular Provisions, be amended as follows:

Under Item I, Commodity Table, on the line titled "Rice", and under the appropriate column headings, delete "50,000 Metric Tons" and "15.7" and insert "100,000 Metric Tons" and "\$33.0". On the line entitled "Total", delete "15.7", and insert "\$33.0". All other terms and conditions of the August 10, 1974 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective the date of your Note in reply.

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

H.E. ROBERT V. KEELEY
Charge d'Affaires, a.i.
American Embassy
Phnom Penh

¹ In translation reads: "Khmer Republic".

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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



Hou Hong
Minister of Foreign Affairs, p.i.

*The American Ambassador to the Khmer Minister of Foreign Affairs,
ad interim*

No. 456

PHNOM PENH, October 25, 1974

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 10, 1974, as amended on September 17, 1974, and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table: Under the appropriate column headings make the following changes: On line titled "Rice", change "100,000 metric tons" to "200,000 metric tons" and "\$33.0" to "\$68.3". On the next line and under the appropriate column headings add, "Wheat/Wheat Flour (Wheat Basis) 1975 10,000 metric tons \$1.9". On the next line and under the appropriate column headings add, "Cotton Yarn 1975 4,000,000 pounds \$5.0". On the line titled "Total", change "\$33.0" to "\$75.2".

B. Item IV, Export Limitations: In sub-paragraph B change the word "commodity" to "commodities", the word "is" to "are", delete the period at the end of the sentence, substitute a semicolon and add "wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or same products under a different name); cotton cloth and cotton yarn".

C. Item III, Usual Marketing Table: Under the appropriate column headings and on the line below Rice add, "Wheat/Wheat Flour 1975 None"; and on the next line add "Cotton Yarn 1975 None".

All other terms and conditions of the August 10, 1974 Agreement as amended remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

JOHN GUNTHER DEAN

His Excellency

HOU HONG

*Minister of Foreign Affairs, a.i.
Phnom Penh*

The Khmer Minister of Foreign Affairs, ad interim, to the American Ambassador



Phnom Penh, October 25, 1974

Excellency,

I have the honor to acknowledge the receipt of your Excellency's Note of today's date, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 10, 1974, as amended on September 17, 1974, and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table: Under the appropriate column headings make the following changes: On line titled "Rice", change "100,000 metric tons" to "200,000 metric tons" and "\$33.0" to "\$68.3". On the next line and under the appropriate column headings add, "Wheat/Wheat

Flour (Wheat Basis) 1975 10,000 metric tons \$1.9".

On the next line and under the appropriate column headings add, "Cotton Yarn 1975 4,000,000 pounds \$5.0".

On the line titled "Total", change "\$33.0" to "\$75.2".

B. Item IV, Export Limitations: In sub-paragraph B change the word "commodity" to "commodities", the word "is" to "are", delete the period at the end of the sentence, substitute a semicolon and add "wheat, wheat flour, rolled wheat, semolina, farina, bulgur (or same products under a different name); cotton cloth and cotton yarn".

H.E. JOHN GUNTHER DEAN
Ambassador
American Embassy
Phnom Penh

C. Item III, Usual Marketing Table: Under the appropriate column headings and on the line below Rice add, "Wheat/Wheat Flour 1975 None"; and on the next line add "Cotton Yarn 1975 None".

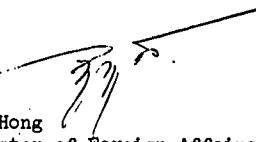
All other terms and conditions of the August 10, 1974 Agreement as amended remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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



Hou Hong
Minister of Foreign Affairs, p.i.

The American Ambassador to the Khmer Minister of Foreign Affairs

No. 16

PHNOM PENH, January 14, 1975

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 10, 1974, as amended on September 17, 1974, and October 25, 1974, and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table: On line titled "Rice" and under appropriate column headings, change "200,000 metric tons" to "209,000 metric tons" and "\$68.3" to "\$88.5". Delete in entirety the two lines titled "Wheat/Wheat Flour" and "Cotton Yarn". After such deletion and on line between those titled "Rice" and "Total", insert "Ocean Transportation (estimated)" and on this line under the column titled "Maximum Export Market Value" add "3.0". On line titled "Total", change "75.2" to "91.5".

B. Item III, Usual Marketing Table: Delete in entirety the two lines titled "Wheat/Wheat Flour" and "Cotton Yarn".

C. Item IV, Export Limitations: In Sub-paragraph B, change the word "commodities" to "commodity", the word "are" to "is", place a period after the word "milled" and delete "wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name); cotton cloth and cotton yarn".

D. After "Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used", add the following:

"VII. Special Provisions:

A. In addition to bearing the cost of ocean freight differential as provided in Parts I and II of this Agreement, the government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States Flag vessels.

B. The amount for ocean transportation (estimated) included in the Commodity Table in Part II, Item I does not include the ocean freight differential to be borne by the government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms may be provided by the government of the exporting country to cover them.

C. The principal of the credit shall include, in addition to the amount specified in Part I, Article II.D., the ocean transportation costs financed by the government of the exporting country but not the ocean freight differential.

D. The total amount of sales proceeds to be applied for the economic development purposes under Part I, Article II.F. shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential, provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country.

E. The termination provision of Article I.H. pertaining to the financing, sale and delivery of commodities shall equally apply to the financing of ocean transportation."

All other terms and conditions of the August 10, 1974 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

JOHN GUNTHER DEAN

John Gunther Dean

His Excellency

KEUKY LIM

Minister of Foreign Affairs

Phnom Penh

TIAS 8008

The Khmer Minister of Foreign Affairs to the American Ambassador

REPUBLICHE KHMER
- - -
MINISTERE DES AFFAIRES
ETRANGERES
- - -



Phnom Penh, January 14, 1975

NO. 36/DGE/AE

Excellency,

I have the honor to acknowledge the receipt of your Excellency's Note of today's date, which reads as follows:

"Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on August 10, 1974, as amended on September 17, 1974, and October 25, 1974, and propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table: On line titled "Rice" and under appropriate column headings, change "200,000 metric tons" to "209,000 metric tons" and "\$68.3" to "\$88.5". Delete in entirety the two lines titled "Wheat/Wheat Flour" and "Cotton Yarn". After such deletion and on line between those titled "Rice" and "Total", insert "Ocean Transportation (estimated)" and on this line under the column titled "Maximum Export Value" add "3.0". On line titled "Total", change "75.2" to "91.5".

B. Item III, Usual Marketing Table: Delete in entirety the two lines titled "Wheat/Wheat Flour" and "Cotton Yarn".

C. Item IV, Export Limitations: In Sub-paragraph B, change the word "commodities" to "commodity", the word "are" to "is", place a period after the word "milled"

H.E. JOHN GUNTHER DEAN
Ambassador
American Embassy
Phnom Penh

and delete "wheat, wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name); cotton cloth and cotton yarn".

D. After "Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used", add the following:

"VII. Special Provisions:

A. In addition to bearing the cost of ocean freight differential as provided in Parts I and II of this Agreement, the government of the exporting country will finance on credit terms the balance of the costs for ocean transportation of those commodities that are required to be carried in United States Flag vessels.

B. The amount for ocean transportation (estimated) included in the Commodity Table in Part II, Item I does not include the ocean freight differential to be borne by the government of the exporting country and is only an estimate of the amount that will be necessary to cover the ocean transportation costs to be financed on credit terms by the government of the exporting country. If this estimate is not sufficient to cover these costs, additional financing on credit terms may be provided by the government of the exporting country to cover them.

C. The principal of the credit shall include, in addition to the amount specified in Part I, Article II.D., the ocean transportation costs financed by the government of the exporting country but not the ocean freight differential.

D. The total amount of sales proceeds to be applied for the economic development purposes under Part I, Article

I.I.F. shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential, provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country.

E. The termination provision of Article I.H. pertaining to the financing, sale and delivery of commodities shall equally apply to the financing of ocean transportation."

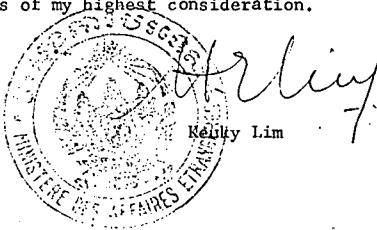
All other terms and conditions of the August 10, 1974 Agreement remain the same.

If the foregoing is acceptable to your Government, I propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's Note and this Note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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



SINGAPORE

Trade in Wool and Man-Made Fiber Textile Products

Agreement amending the agreement of October 30, 1973 and January 20, 1974.

Effectuated by exchange of notes

*Signed at Singapore January 3 and 13, 1975,
Entered into force January 13, 1975.*

The American Ambassador to the Singaporean Minister for Finance

No. 546/74

SINGAPORE, January 3, 1975

EXCELLENCY

I have the honor to refer to the agreement between our governments on trade in wool and man-made fiber textile products effected by exchange of notes on October 30, 1973 and January 29, 1974.^[1] As a result of recent discussions between representatives of our governments, I propose that the aforementioned agreement be amended as follows

(1) Add Paragraph 16 to read as follows

"16. (A) Notwithstanding the provisions of paragraphs 1-4 hereof, the first period of this agreement shall constitute a 15-month period from October 1, 1973 through December 31, 1974. The levels for such 15-month agreement period are attached hereto as Annex C, which shall replace and supersede Annex A.

"(B) Except as modified by Annex C, all other relevant provisions and Annex B of this agreement shall apply for the 15-month period."

ANNEX C

Pursuant to the provisions of Paragraph 16 of the agreement as amended, the following aggregate and specific limits and consultation levels are established for man-made fiber and wool textile apparel categories during the 15-month period from October 1, 1973 through December 31, 1974

¹ TIAS 7788, 25 UST 208.

Aggregate, man-made apparel----- 156,550,000

Specific category levels:

219-----	47,722,500
221-----	4,671,250
222-----	33,835,000
224-----	35,350,000
229-----	20,200,000

Consultation levels:

216-----	948,138
218-----	727,200
228-----	631,250
234-----	874,912
235-----	993,588
240-----	871,125

All other apparel categories,
per category----- 441,875

Square Yards Equivalent

Aggregate, wool apparel----- 4,133,250

Specific category levels:

121-----	1,878,750
122-----	751,500
125-----	1,252,500

Consultation levels per category
for all other wool apparel categories----- 125,250

If this proposal is acceptable to the Government of the Republic of Singapore, this note and Your Excellency's note of acceptance on behalf of the Government of Singapore will constitute an amendment to the agreement between our two governments.

Accept, Excellency, the assurances of my highest consideration.

EDWIN M CRONK

Mr. HON SUI SEN,
Minister for Finance,
Singapore

The Singaporan Minister for Finance to the American Ambassador

MINISTRY OF FINANCE
5TH FLOOR, FULLERTON BUILDING
SINGAPORE 1
REPUBLIC OF SINGAPORE

MAJULAH SINGAPURA^[1]

Our Ref: MF(D) SEC 121/4-0010 Vol 3

DATE: JANUARY 13, 1974

His Excellency

Mr Edwin M CRONK
Ambassador

*Embassy of the United States
of America in Singapore*

EXCELLENCE:

I have the honour to refer to Your Excellency's Note No 546/74 dated 3 January 1975 regarding an amendment to the Agreement between our two Governments on the export of wool and man-made fibre textile products from Singapore to the United States.

I am pleased to advise Your Excellency that my Government accepts the proposed amendment as stated in Your Excellency's Note under reference.

Accept, Excellency, the assurance of my highest consideration.

NGIAM TONG Dow

(Ngiam Tong Dow)
*Permanent Secretary
Development Division
Ministry of Finance*

^[1] In translation reads: "Republic of Singapore".

THAILAND

Military Assistance: Payments Under Foreign Assistance Act of 1973

*Agreement effected by exchange of notes
Dated at Bangkok January 3 and 17, 1975;
Entered into force January 17, 1975;
Effective July 1, 1974.*

The American Embassy to the Thai Ministry of Foreign Affairs

No. 010

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Thailand and has the honor to refer to the agreement respecting military assistance between the Government of the United States and the Government of Thailand of 1950^[1] and the Foreign Assistance Act of 1961, as amended,^[2] which prohibits the United States Government from furnishing defense articles on a grant basis to any other government including the Government of Thailand unless that government shall have agreed to pay to the United States Government the net proceeds of sale received by that government in disposing of defense articles so furnished.

It is therefore proposed that the Government of Thailand agree that the net proceeds of sale received by the Government of Thailand in disposing of any weapon, weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense article received heretofore or hereafter under the military assistance program of the United States Government will be paid to the United States Government and shall be available to pay all official costs of the United States Government payable in the currency of the Government of Thailand, including all costs relating to the financing of international education and cultural exchange activities in which the Government of Thailand participates. It is understood that this agreement does not apply to such sales made prior to July 1, 1974. It is also understood that this agreement does not

¹ TIAS 2434; 3 UST 2675.

² 22 U.S.C. § 2151 note.

affect any prior agreement by the Government of Thailand to return to the United States Government any defense articles furnished by the United States Government on a grant basis when such articles are no longer needed for the purposes for which they were furnished, unless the United States Government consents to another disposition. Additionally, it is understood that this agreement shall not affect the Brass Fund Agreement of December 22, 1965 signed by the Chief of Staff Supreme Command and Chief, JUSMAG.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Thailand shall, together with this note, constitute an agreement between our Governments on this subject, to be effective from and after July 1, 1974.

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

EMBASSY OF THE UNITED STATES OF AMERICA
BANGKOK, THAILAND
January 3, 1975

The Thai Ministry of Foreign Affairs to the American Embassy

No. 0303/1941

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of the Embassy's Note No. 010 dated the 3rd January, 1975 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Thailand and has the honor to refer to the agreement respecting military assistance between the Government of the United States and the Government of Thailand of 1950 and the Foreign Assistance Act of 1961, as amended, which prohibits the United States Government from furnishing defense articles on a grant basis to any other government including the Government of Thailand unless that government shall have agreed to pay to the United States Government the net proceeds of sale received by that government in disposing of defense articles so furnished.

It is therefore proposed that the Government of Thailand agree that the net proceeds of sale received by the Government of Thailand in disposing of any weapon, weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense article received heretofore or hereafter under the military assistance program of the United States Government will be paid to the United States Government and shall be available to pay all official costs of the United States Government payable in the currency of the Government of Thailand, including all costs relating to the financing of international education and cultural exchange activities in which the Government of Thailand participates. It is understood that this agreement does not apply to such sales made prior to July 1, 1974. It

is also understood that this agreement does not affect any prior agreement by the Government of Thailand to return to the United States Government any defense articles furnished by the United States Government on a grant basis when such articles are no longer needed for the purposes for which they were furnished, unless the United States Government consents to another disposition. Additionally, it is understood that this agreement shall not affect the Brass Fund Agreement of December 22, 1965 signed by the Chief of Staff Supreme Command and Chief, JUSMAG.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Thailand shall, together with this note, constitute an agreement between our Governments on this subject, to be effective from and after July 1, 1974."

In reply, the Ministry of Foreign Affairs has the honour to state that the foregoing is acceptable to the Government of Thailand and that the present Note and the Embassy's Note under reply constitute an agreement between our two Governments on this subject, to be effective from and after July 1, 1974.

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



Embassy of the United States of America,
BANGKOK,

BANGLADESH

Finance: Agricultural Inputs

*Agreement signed at Dacca January 15, 1975;
Entered into force January 15, 1975.*

A.I.D. LOAN NO. 388-T-002

LOAN AGREEMENT

BETWEEN

THE PEOPLE'S REPUBLIC OF BANGLADESH

AND THE

UNITED STATES OF AMERICA

FOR

AGRICULTURAL INPUTS

Dated: January 15, 1975

TIAS 8011

(84)

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LOAN AGREEMENT dated January 15, 1975, between the GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH ("Government") and the UNITED STATES OF AMERICA acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. Subject to the terms and conditions of this Agreement, A.I.D. hereby agrees to lend to the Government pursuant to the Foreign Assistance Act of 1961, as amended,¹ an amount not to exceed Thirty Million United States Dollars (\$30,000,000) ("the Loan") to assist the Government in carrying out the program referred to in Section 1.02 ("Program"). The Loan shall be used exclusively to finance the foreign exchange costs of acquiring and importing agricultural inputs and related services required for the "Program". The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal". The commodities and services authorized to be financed hereunder (See Annex I attached hereto) are hereinafter referred to as "Eligible Items". A.I.D. may decline to finance any Eligible Items when, in its judgement, said financing would be inconsistent with the purposes of the Loan or in violation of the legislation or regulations governing A.I.D.

SECTION 1.02. The Program. The "Program" to be carried out jointly with Government resources and A.I.D. financing, shall be the manufacture of fertilizer in Bangladesh and the acquisition and importation into Bangladesh of 1975-1976 planting season requirements of the Government for agricultural inputs including fertilizer (primarily urea and TSP), wheat seed, and such other inputs as A.I.D. may agree to in writing, and the distribution thereof. The Program is described in more detail in the "Program Description" contained in Annex I attached hereto and made a part hereof, which Annex may, within the terms of this Agreement, be modified in writing by the parties hereto. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.04 ("Implementation Letters").

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Government shall pay interest to A.I.D. which shall accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest thereon. Interest on the outstanding balance shall accrue from the date of each respective disbursement (as such date is defined in Section 7.04) and shall be computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

¹ 22 U.S.C. § 2151 note.

SECTION 2.02. Repayment. The Government shall repay the Principal to A.I.D. within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semiannual installments of Principal and Interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Government with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of Interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Government may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Government agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Government (taking into consideration the relative capital requirements of Bangladesh).

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Ministry of Law of Bangladesh or other counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by and executed on behalf of the Government, and that it constitutes a valid and legally binding obligation of the Government;

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government as specified in Section 9.03 and a specimen signature of each such person certified as

to its authenticity by either the person rendering the legal opinion required by sub-section (a) above or the person who has executed this Agreement for the Government;

(c) Such other documents regarding the program as A.I.D. may reasonably request.

SECTION 3.02. Conditions Precedent to Disbursement for Each Eligible Transaction. Prior to the first disbursement or to the issuance of the first Letter of Commitment for each eligible item import transaction, the Government shall, except as A.I.D. may otherwise agree in writing:

(a) Furnish to A.I.D. in form and substance satisfactory to A.I.D. a written proposal for that particular procurement setting forth the specifications of the commodity, the proposed consignee or consignees, the proposed delivery dates, the estimated cost, and whether the intended source is the United States, countries included in Code 941 of the A.I.D. Geographic Code Book, or from some source other than the United States or Code 941 (in which case prior source origin approval would be required by A.I.D.);

(b) Receive A.I.D. approval of the proposed transaction in writing which shall include guidance regarding procurement and financing procedures applicable to the approved transaction.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If all of the conditions specified in Section 3.01 shall not have been met within forty-five (45) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties thereunder shall terminate;

(b) Except as A.I.D. may otherwise agree in writing, transactions for which the conditions specified in Section 3.02 have not been satisfied on or before July 31, 1975 shall be ineligible for financing under this Loan.

SECTION 3.04. Notification of Meeting Conditions Precedent to Initial Disbursement. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

Covenants

SECTION 4.01. Covenants. The Government in consideration of this Loan, hereby covenants and warrants that:

(a) The Government shall carry out the Program with due diligence and efficiency and in conformity with sound financial and administrative practices.

(b) The Government shall cause the transactions financed hereunder to be carried out only in conformity with contracts, schedules and other arrangements, and all modifications thereto, as approved by A.I.D. pursuant to this Agreement.

(c) The Government and A.I.D. shall cooperate fully to assure that the Program will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of either party exchange views through their representatives with regard to the progress of the Program, the performance of the Government of its obligations under this Agreement, the performance of contractors and suppliers engaged in the Program, and other matters relating to the Program.

(d) (i) The Government in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any person or entity, commissions, fees or other payments of any kind, except as regular compensation for bona fide professional, technical, or comparable services. The Government shall promptly report to A.I.D. any payment or Agreement to pay for such bona fide professional, technical, or comparable services to which it is a party, or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(ii) No payments have been or will be received by the Government, or any official of the Government, in connection with the procurement of goods and services financed hereunder, except fees, taxes or similar payments legally established in Bangladesh.

(e) The Government has disclosed to A.I.D. all circumstances which may materially affect the Program or the discharge of Government's obligations under this Agreement and will inform A.I.D. of any conditions which interfere, or which it is reasonable to believe will interfere, with the Program or the discharge of the Government's obligations under this Agreement.

SECTION 4.02. Funds and other Resources to be Provided by the Government. The Government herein agrees to provide promptly, as needed, all funds, in addition to the Loan, and all other resources required for the timely and effective execution and operation of the Program, on the further condition that these contributions by the Government shall constitute at least 25 percent of the costs of the entire Program.

ARTICLE V

Records, Reports and Inspection

SECTION 5.01. Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and to the Loan. Such books and records shall without limitation, be adequate to show:

- (a) The receipt and use made of goods and services acquired for the Program with funds disbursed pursuant to this Agreement;
- (b) The nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (c) The basis of the award of contracts and orders to successful bidders;
- (d) The progress of the Program.

Such books and records shall be regularly audited, in accordance with standard Government auditing procedures, for such periods and at such intervals as A.I.D. may request, and shall be maintained for three (3) years after the date of the final disbursement hereunder.

SECTION 5.02. Reports.

(a) The Government shall furnish to A.I.D. such information and reports relating to the Loan and to the Program as A.I.D. may reasonably request.

(b) The Government shall promptly notify A.I.D. of any conditions which may interfere with carrying out the Program.

SECTION 5.03 Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to observe the operation of the Program and inspect the utilization of all goods and services financed hereunder, and the Government's books, records, and other documents relating to the Program and the Loan. The Government shall cooperate with

A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country or the Government for any purpose related to the Loan.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from the United States and Code 941 Countries. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 and 7.02 shall be used exclusively to finance the procurement for the Program of goods and services, and marine insurance having both their source and origin in the United States of America or countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of such procurement.

SECTION 6.02. Eligibility Dates. Except as A.I.D. may otherwise agree in writing, no goods and services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to November 15, 1974 or after October 31, 1975.

SECTION 6.03. Approval of Contracts and Other Documents. Except as A.I.D. may otherwise agree, in writing, all bid documents and documents related to the solicitation of proposals related to Eligible Items shall be approved by A.I.D. in writing prior to their issuance. Submission of such documentation may be made either at the time of the submission of documentation pursuant to Section 3.02 (a) or at any time thereafter. All plans, specifications, and other documents relating to Eligible Items shall be in terms of U.S. standards and measurements, except as A.I.D. may otherwise agree. Except as A.I.D. may otherwise specify in Implementation Letters, all contracts or amendments thereto shall be approved by A.I.D. in writing prior to their execution.

SECTION 6.04. Shipping and Insurance.

(a) Goods financed under the Loan shall be transported to Bangladesh on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment, provided,

(i) At least fifty percent (50%) of the gross tonnage of all commodities (computed separately for dry bulk carriers, dry cargo liners and tankers) financed hereunder which may be transported on ocean vessels shall be transported on privately-owned United States-flag commercial vessels.

(ii) Additionally, at least fifty percent (50%) of the gross freight revenue generated by all shipments financed hereunder and transported to Bangladesh on dry cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels.

(iii) Compliance with the requirements of (i) and (ii) above must be achieved with respect to cargo transported from U.S. ports and also to cargo transported from non-U.S. ports, computed separately.

(iv) Within ninety (90) days following the end of each calendar quarter, or such other period as A.I.D. may specify in writing, the Government shall furnish A.I.D. with a statement, in form and substance satisfactory to A.I.D., reporting on compliance with the requirements of this Section.

(v) No such goods may be transported on any ocean vessel (or aircraft) which A.I.D., in a notice to the Government, has designated as ineligible to carry A.I.D.-financed goods or which has been chartered for the carriage of A.I.D.-financed goods unless such charter has been approved by A.I.D.

(b) If, in connection with the placement of marine insurance on shipments to be financed hereunder the Government, by statute, decree, rule, or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods procured from the United States and financed under the Loan shall, during the continuance of such discrimination, be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(c) The Government shall insure, or cause to be insured, all goods financed under the Loan against risks incident to their transit to the point of their use. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Government under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Government for the replacement or repair of such goods. Any such replacements shall have both their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book, unless A.I.D. shall otherwise agree in writing, and shall be otherwise subject to the provisions of this Agreement.

SECTION 6.05. Utilization of Goods and Services.

(a) Eligible Items shall be used exclusively for the Program, except as A.I.D. may otherwise agree in writing.

(b) Except as A.I.D. may otherwise agree in writing, no Eligible Items shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 6.06. Reasonable Price. No more than reasonable prices shall be paid for any Eligible Items. Such items shall be procured on a fair and on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.07. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing Eligible Items, the Government shall furnish to A.I.D. appropriate information with regard thereto and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.08. Information and Marking. The Government shall cooperate with A.I.D. in its efforts to disseminate information concerning the Program and shall comply with such reasonable instructions with respect to the marking of Eligible Items as A.I.D. may issue from time to time.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursement for Foreign Exchange Costs - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for the foreign exchange costs of Eligible Items procured for the Program in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Government and may be financed under the Loan. In the case of payments due to United States suppliers of fertilizer and of services related thereto, and such other Eligible Items as A.I.D. may agree, A.I.D. may at its option, issue Letters of Commitment directly to suppliers committing A.I.D. to make payments directly to them of amounts due under contracts between Government and such suppliers. Payments to such suppliers will be made upon presentation of such supporting documentation as A.I.D. may prescribe in Implementation Letters.

SECTION 7.02. Reimbursement for Foreign Exchange Costs. Upon satisfaction of conditions precedent, A.I.D. may promptly reimburse the Government for the foreign exchange costs of Eligible Items in accordance with the terms and conditions of this Agreement upon receipt of requests for reimbursement submitted from time to time by the Government accompanied by such supporting documentation as A.I.D. may prescribe in Implementation Letters. Banking charges incurred by the Government in

connection with Letters of Credit and such other banking charges as A.I.D. and the Government may agree, may be financed under the Loan.

SECTION 7.03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Government and A.I.D. may agree in writing.

SECTION 7.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur in the case of disbursements pursuant to Sections 7.01, 7.02 and 7.03 on the date on which A.I.D. makes a disbursement to the Government, to its designee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 7.05. Issuance of Letters of Commitment and Terminal Shipping Date. Unless otherwise agreed in writing by A.I.D. the terminal date for issuance of Letters of Commitment is October 31, 1975, and no Letter of Credit may be established having a shipping date later than November 30, 1975, or an expiration date later than December 31, 1975.

SECTION 7.06. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement shall be made under Section 7.03 or against documentation received by A.I.D. described in Sections 7.01 and 7.02 after December 31, 1975. A.I.D., at its option, may at any time or times after December 31, 1975, reduce the Loan by all or any part thereof for which Letters of Commitment have not been issued.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Government. The Government may, upon mutual agreement between the parties, by written notice to A.I.D. cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse or (ii) which has not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Government shall have failed to pay when due any interest or installment of Principal required under this Agreement; or

(b) The Government shall have failed to comply with any other provision of this Agreement; or

(c) The Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Government or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D., in addition to the remedies provided hereunder, may, at its option, give the Government notice that all or any part of the unpaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(i) Such unpaid Principal and any accrued interest hereunder shall be due and payable immediately; and

(ii) The amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursements. In the event that at any time:

(a) An Event of Default has occurred;

(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Government will be able to perform its obligations under this Agreement;

(c) Any disbursement would be in violation of the legislation governing A.I.D.; or

(d) The Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement or any other agreement between the Government or any of its agencies and the Government of the United States or any of its agencies,

then A.I.D. in addition to the remedies provided elsewhere herein may at its option:

(i) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit; in which event A.I.D. shall give notice to the Government promptly thereafter;

(ii) Decline to make disbursements other than under outstanding commitment documents;

(iii) Decline to issue additional commitment documents; and

(iv) At A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Government, are in a deliverable state and have not been offloaded in ports of entry of the country of the Government. Any disbursement made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursements not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement may require the Government to refund such amount in United States Dollars to A.I.D. within ninety (90) days after receipt of a request therefor. Such amount shall be applied to the installments of Principal in the inverse order of their maturity. Notwithstanding any other provision in this Agreement, A.I.D.'s rights to require a refund with respect to any disbursement under the Loan shall continue for five (5) years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund related to an unreasonable price for goods or services, or to goods that did not conform with specifications, or to services that were inadequate, A.I.D. shall permit Government to reuse such refunds if the terminal date for disbursements under Section 7.06 has not passed and there is sufficient time for the Government to utilize the funds before such terminal date. In the event that the terminal date for disbursement has passed or there is not sufficient time to utilize the funds before the terminal date, the refund shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D. other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02, may be charged to the Government and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Non-Waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers or remedies.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Taxation. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and Interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within the country of the Government. To the extent that any commodity procurement transaction financed hereunder is not exempt from identifiable taxes, tariffs, duties and other levies imposed under laws in effect within Bangladesh, the Government shall not be paid with funds provided under the Loan.

SECTION 9.02. Communications. Any notice, request or communication given, made or sent by the Government or A.I.D. pursuant to the Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered by hand or by mail, telegram, cable, or radiogram to such other party at the following address:

TO THE GOVERNMENT:

Mail Address: Secretary
Ministry of Planning
Bangladesh Secretariat
Dacca, Bangladesh

Cable Address: PLANCOM

TO A.I.D.

Mail Address: USAID Bangladesh
American Embassy
Adamjee Court
P.O. Box 323, Ramna
Dacca-2, Bangladesh

Cable Address: USAID

Other addresses may be substituted for the above upon giving a notice as provided herein. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.03. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Secretary, Ministry of Planning, and A.I.D. will be represented by the individual holding or acting in the Office of the Mission Director, USAID Bangladesh. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.04. Implementation Letters. A.I.D. may from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of the provisions of this Agreement.

SECTION 9.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Government and A.I.D. under this Loan Agreement shall terminate.

SECTION 9.06. Promissory Notes. At such time or times as A.I.D. may request, the Government shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably require, provided the terms of such promissory notes or other evidences of indebtedness shall not vary from the terms and conditions contained in this Loan Agreement.

IN WITNESS WHEREOF, THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH and the AGENCY FOR INTERNATIONAL DEVELOPMENT, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their name and delivered as of the date and year first above written.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH GOVERNMENT OF THE UNITED STATES OF AMERICA

BY *[Signature]*

Name: M. Syeduzzaman

Title: Secretary
Ministry of Planning

BY *Daniel Parker*

Name: Daniel Parker

Title: Administrator
United States Agency for International Development

ANNEX I

The Program

The Government of Bangladesh, under its First Five-Year Plan, has adopted a primary objective of self-sufficiency in the production of food-grains. In order to meet its objective, foodgrain production must increase at an annual rate of 6.4 percent. The "Program" of which this loan is a part, consists of the manufacture of fertilizer in Bangladesh and the acquisition and importation into Bangladesh of necessary agricultural inputs (principally urea, TSP and wheat seed) to increase foodgrain production resulting from a part of both the FY 1975 and FY 1976 planting seasons. The total cost of meeting FY 1975 and FY 1976 needs is estimated to be at least \$160 million for fertilizer.

The A.I.D. Loan for \$30 million will provide foreign exchange financing for a portion of the cost of the Program. Eligible Items for which such financing may be used are urea, TSP and wheat seed and such other inputs as A.I.D. may agree to in writing. Financing for such items shall extend to the foreign exchange costs incurred in their acquisition, transportation and insurance protection, and inspection all in accordance with the provisions of the Loan Agreement and Implementation Letters.

NIGERIA

Investment Guaranties

*Agreement signed at Lagos August 3, 1974;
Entered into force February 10, 1975.
With agreed minute.*

**INVESTMENT GUARANTEE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE FEDERAL MILITARY GOVERNMENT OF
THE FEDERAL REPUBLIC OF NIGERIA**

The Government of the United States of America and the Federal Military Government of the Federal Republic of Nigeria (hereinafter referred to as "the Government of the Federal Republic of Nigeria").

Conscious of the need for attracting investors of the United States of America into Nigeria as a means of promoting industrial growth and transferring desired technological skills.

HAVE AGREED AS FOLLOWS :—

ARTICLE 1

The Government of the United States of America and the Government of the Federal Republic of Nigeria shall, upon the request of either of them, consult in respect of projects in Nigeria which are proposed by citizens of the United States of America with respect to which investment guarantees have been made or are under consideration.

ARTICLE 2

The Government of the United States of America agrees that it will issue no guarantee with respect to any project unless it is approved by the Government of the Federal Republic of Nigeria.

ARTICLE 3

1. If the Government of the United States of America makes payment in United States dollars to any person under such guarantee the Government of the Federal Republic of Nigeria shall recognise the transfer by such person to the Government of the United States of America of any right, title or interest in assets expropriated or assets rendered useless by reason of expropriation, or any currency or credits in any currency with respect to which such payment under a guarantee was made, and the Government of the Federal Republic of Nigeria shall recognise the subrogation of the Government of the United States of America to any right, title, claim or cause of action existing in connection therewith.

2. Before the Government of the United States of America makes any payment to any person under this Guarantee Agreement, it shall notify and consult the Government of the Federal Republic of Nigeria.

3. If the Government of the United States of America becomes subrogated to any right, title, or interest in assets expropriated or assets rendered useless by reason of expropriation or any claim or cause of action existing in connection therewith, it shall give to the Government of the Federal Republic of Nigeria the first option to purchase such assets to which the Government of the United States of America shall have assumed title at a price to be negotiated by the two Governments.

ARTICLE 4

Lawful currency of the Federal Republic of Nigeria, including credits thereof acquired by the Government of the United States of America pursuant to such guarantees, shall be accorded treatment not less favourable than that accorded to private funds arising from transactions of United States nationals which are comparable to the transactions covered by such guarantees, and such currency or credits thereof shall be available to the Government of the United States of America for administrative expenses. However, the two Governments shall consult with a view to assessing the utilization of those funds in such manner as to avoid any prejudice to the interests of either country.

ARTICLE 5

The Government of the Federal Republic of Nigeria may, in accordance with its Exchange Control Laws and Regulations, impose restrictions on currency transfers to the extent required to assure the availability of foreign exchange for payments essential to the health and welfare of its people or to the extent permissible under the afore-mentioned Exchange Control Laws and Regulations.

ARTICLE 6

Where the loss of assets owned by a company which is covered under the terms of this Agreement is due to non-compliance with the Nigerian Enterprises Promotion Decree, 1972 and any rules and regulations made thereunder, the provisions of the Nigerian Enterprises Promotion Decree, 1972 shall apply.

ARTICLE 7

1. If any dispute arises between the two Governments relating to the interpretation or application of the present Agreement the two Governments shall in the first place endeavour to settle it by direct negotiations between themselves.

2. If the two Governments fail to reach a settlement by negotiations they shall refer the dispute to an Arbitral Tribunal which shall consist of three persons appointed as follows : one arbitrator to be named by each Government, and the third arbitrator, who shall also act as Chairman of the Tribunal, to be agreed upon by the two Governments provided that such third arbitrator shall not be a national of either country. Each of the Governments shall designate an arbitrator within three months of the date of delivery by either Government to the other Government of a diplomatic request for arbitration of the dispute ; and the third arbitrator shall be agreed upon within three months after such period of three months. If either of the Governments fails to designate its own arbitrator within three months or if the third arbitrator is not agreed upon within the time limit indicated, the President of the International Court of Justice shall, at the request of either Government, make the necessary appointment or appointments by choosing the arbitrator or arbitrators. In case any arbitrator appointed in accordance with this clause shall resign, die or become unable to act, a successor shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and his successor shall have all the powers and duties of the original arbitrator.

3. The two Governments shall comply with any decision given under paragraph (2) of this Article.

4. Each Government shall be responsible for the cost of its designated arbitrator and subsidiary staff provided and both Governments shall share equally all such further expenses involved in the activities of the Arbitral Tribunal including those of the Chairman.

ARTICLE 8

The Agreement on Investment Guarantee effected by the Exchange of Notes signed at Lagos on the 28th August, 1962 and the 24th December, 1962^[1] respectively is hereby terminated and replaced by this Agreement.

ARTICLE 9

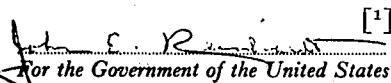
This Agreement shall come into force on the date of exchange of Notes confirming that it has been approved in accordance with the constitutional procedures of the Contracting Parties^[2] and shall be subject to five-year periodic reviews. The termination of the Agreement shall take effect SIX MONTHS after the receipt by one of the parties of a notice in writing through normal diplomatic channels showing the intention of the other party to terminate the Agreement.

¹ TIAS 5237; 13 UST 2657.

² Feb. 10, 1975.

Provided, however, that where this Agreement is terminated in the manner prescribed above, its provisions shall continue to be applied to any existing and unexpired transaction which was commenced under its terms.

DONE at Lagos this 3 day of August 1974 in two originals in the English language both being equally authentic.


[¹]
For the Government of the United States
of America

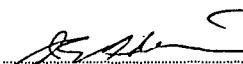

[²]
For the Federal Military Government
of the Federal Republic of Nigeria

¹ John E. Reinhardt

² J. E. Adetoro

AGREED MINUTE

Reference is made to the Investment Guarantee Agreement made between the Government of the United States of America and the Federal Military Government of the Federal Republic of Nigeria signed on this date, and particularly to Articles 6 and 7 thereof. The parties wish to emphasize their understanding that no provision of this Agreement shall be construed to limit Nigeria's sovereign rights with respect to the nationalization or other disposition of any business enterprise situated in Nigeria whether under the Nigerian Enterprises Promotion Decree, 1972 or any other provision of law. Any claim arising out of any investment for which coverage has been issued in accordance with this Agreement which is not resolved by negotiation shall be referred to arbitration pursuant to the provisions of Article 7 of the Agreement. The arbitral tribunal shall decide the case on the basis of the laws of the Federal Republic of Nigeria and applicable principles of international law.


John E. Rennick
For the Government of the United States
of America
S. A. Adegbola
For the Federal Military Government
of the Federal Republic of Nigeria

REPUBLIC OF CHINA

Scientific Cooperation

Agreement extending the agreement of January 23, 1969.

Effectuated by exchange of notes

Signed at Taipei January 21, 1975;

Entered into force January 23, 1975.

The Chinese Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
REPUBLIC OF CHINA

Taipei, January 21, 1975

NAM 75 - 00908

Excellency:

I have the honor to refer to the Sino-American Scientific and Technological Cooperation Agreement effected by an exchange of notes on Jan. 23, 1969,^[1] in which it is provided that the Agreement shall enter into force on the date of exchange of notes for six years unless renewed upon mutual consent.

As the Agreement will expire on Jan. 23, 1975, I have the honor to propose that the Agreement be extended, subject to the same terms and conditions as set forth therein, for an additional period of five years until Jan. 23, 1980, unless further renewed upon mutual consent.

If the foregoing proposal is acceptable to your Government this note and Your Excellency's note of acceptance on behalf of the Government of the United States of America shall constitute an Agreement between our two Governments on this matter.

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

C. H. Shen

His Excellency
Leonard Unger
Ambassador of the United States of America
Taipei

¹TIAS 6639; 20 UST 374.

The American Ambassador to the Chinese Minister of Foreign Affairs

No. 1

JANUARY 21, 1975

EXCELLENCY:

I have the honor to acknowledge receipt of your Excellency's Note No. NAM75-00908 dated January 21, 1975, which reads as follows:

"I have the honor to refer to the Sino-American Scientific and Technological Cooperation Agreement effected by an exchange of notes on January 23, 1969, in which it is provided that the Agreement shall enter into force on the date of exchange of notes for six years unless renewed upon mutual consent.

As the Agreement will expire on January 23, 1975, I have the honor to propose that the Agreement be extended, subject to the same terms and conditions as set forth therein, for an additional period of five years until January 23, 1980, unless further renewed upon mutual consent.

If the foregoing proposal is acceptable to your Government, this note and your Excellency's note of acceptance on behalf of the Government of the United States of America shall constitute an Agreement between our two Governments on this matter."

In reply, I have the honor to accept, on behalf of the Government of the United States, the foregoing understandings and to confirm that the aforesaid note and this reply constitute an Agreement between our two Governments which shall enter into force on January 23, 1975.

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

LEONARD UNGER

His Excellency

SHEN CH-ANG-HUAN

*Minister of Foreign Affairs
Taipei*

UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

**Atomic Energy: Cooperation for Mutual
Defense Purposes**

*Agreement amending the agreement of July 3, 1958, as amended.
Signed at Washington July 22, 1974;
Entered into force January 27, 1975.*

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

The Government of the United States of America and the
Government of the United Kingdom of Great Britain and Northern
Ireland;

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

Have agreed as follows

¹ TIAS 4078, 4267, 6659, 6861, 9 UST 1028, 10 UST 1274, 20 UST 518, 21 UST 1064.

ARTICLE 1

The preamble to the Agreement for Cooperation shall be amended as follows:

The words "on its own behalf and on behalf of the United Kingdom Atomic Energy Authority" shall be deleted.

ARTICLE 2

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

The words "December 31, 1974" in paragraphs A and C thereof shall be deleted and the words "December 31, 1979" shall be substituted therefor.

ARTICLE 3

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

Paragraph H shall be deleted.

ARTICLE 4

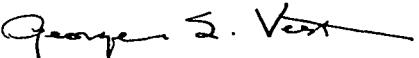
This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the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

¹ Jan. 27, 1975.

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

DONE at Washington this twenty-second day of July, 1974,
in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [¹]
 [²]

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

 [³]

^¹ George S. Vest

^² W. E. Kriegsman

^³ R. A. Sykes

CANADA

Telecommunication: Pre-sunrise Operation of Certain Standard (AM) Radio Broadcasting Stations

Agreement modifying the agreement of March 31 and June 12, 1967, as amended.

Effectuated by exchange of notes

Signed at Ottawa November 12, 1974 and January 22, 1975;

Entered into force January 22, 1975.

*The American Ambassador to the Canadian Secretary of State
for External Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 232

OTTAWA, November 12, 1974.

Sir:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of Canada, effected by an Exchange of Notes dated at Ottawa on March 31 and June 12, 1967, relating to pre-sunrise operation of certain standard (AM) broadcasting stations, as amended by a further Exchange of Notes dated at Ottawa on April 18, 1968 and January 31, 1969.^[1]

Discussions have taken place between representatives of the two Governments regarding the desirability of effecting certain modifications of the above-mentioned agreement, as a result of the recent action by the United States Congress to extend Daylight Savings (advanced) Time on a year-round basis until April 1975. Specifically, it is proposed that the criteria as set forth in that agreement for the operation for a limited period of time prior to local sunrise by certain AM broadcasting stations using all or part of their authorized daytime facilities be modified for a period not to extend beyond the last Sunday of April 1975, so as to allow the following:

^[1] TIAS 6268, 6626; 18 UST 1201; 20 UST 7.

Class II stations operating on the other country's I-A channels may commence operation one hour before local sunrise, but not earlier than 6 a.m. local time, provided the Class II station shall not deliver a signal in excess of 50 microvolts per meter, 10% skywave, at any point along or within the border or boundary of the other country;

Class II stations operating on the other country's I-B channels may commence operation up to one hour before local sunrise, but not earlier than 6 a.m. local time, provided that where the 500 microvolts per meter, 50% skywave, contour of the Class I-B station extends beyond the border or boundary of the other country, the Class II station shall not deliver a signal in excess of 50 microvolts per meter, 10% skywave, along that portion of the border or boundary included within the 500 microvolts per meter, 50% skywave, contour of the Class I-B station, including the two points where the contour intersects the border or boundary.

The Government of the United States of America agrees to the modifications as contemplated by the above proposals.

In all other respects, the agreement between the United States of America and Canada concerning Pre-sunrise Operation of Certain Standard (AM) Radio Broadcasting Stations, as amended, continues pursuant to its terms to govern the consideration and acceptance or rejection of pre-sunrise operations.

I have the honor to propose that, if the foregoing is acceptable to the Government of Canada, this Note and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply and shall terminate on April 27, 1975, or upon a prior repeal of the U.S. legislation requiring the observation of Daylight Saving Time from the last Sunday of October 1974 to the last Sunday of April 1975.

The provisions of existing agreements between the United States of America and Canada which are modified by the terms of the present agreement shall remain suspended during the life of the present agreement but shall continue to have full force and effect following its termination.

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

WILLIAM J. PORTER

The Honorable

ALLAN J. MACEACHEN,
Secretary of State
for External Affairs,
Ottawa.

*The Canadian Secretary of State for External Affairs to the
American Ambassador*

DEPARTMENT OF EXTERNAL AFFAIRS



MINISTÈRE DES AFFAIRES EXTÉRIEURES

Ottawa, January 22, 1975

No. FIA-51

Excellency,

I have the honour to refer to your Note No. 232 of November 12, 1974 proposing an agreement between our two Governments to effect certain temporary modifications to the agreement relating to pre-sunrise operations of certain standard (AM) radio broadcasting stations. The modifications proposed in your Note are acceptable to the Government of Canada and I have the honour to confirm that your Note and this reply, which is authentic in French and in English, shall constitute an agreement between the Government of Canada and the Government of the United States of America, effective from the date of this reply.

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

William J. Porter, C.S.C.
Secretary of State for
External Affairs.

His Excellency the Honourable William J. Porter,
Ambassador of the United States of America,
Ottawa.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS



MINISTÈRE DES AFFAIRES EXTERIEURES

Ottawa, le 22 janvier, 1975

No. FLA-51

Excellence,

J'ai l'honneur de me référer à votre Note n° 232 du 12 novembre, 1974 dans laquelle est proposé un accord entre nos deux Gouvernements afin d'apporter des modifications temporaires à l'accord touchant l'activité de certaines stations de radio, AM pendant la période qui précède le lever du soleil. Le Gouvernement du Canada accepte les modifications proposées dans votre Note, et j'ai l'honneur de confirmer que votre Note et la présente réponse, dont les versions anglaise et française font également foi, constituent un accord entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique devant entrer en vigueur à la date de cette réponse.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

Le Secrétaire d'Etat
aux Affaires Extérieures

Son Excellence l'Honorable William J. Porter,
Ambassadeur des Etats-Unis d'Amérique,
Ottawa

BANGLADESH

Agricultural Commodities

*Agreement amending the agreement of October 4, 1974,
as amended.*

Effectuated by exchange of notes

*Signed at Dacca January 27, 1975;
Entered into force January 27, 1975.*

*The American Chargé d'Affaires ad interim to the Bangladesh
Secretary, Planning Commission*

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, January 27, 1975

DEAR MR. SECRETARY:

I have the honor to refer to the Title I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended, November 8, 1974 and December 2, 1974,[¹] and propose the Agreement be further amended as follows:

In Part II, Item I, Commodity Table: (1) under the appropriate columns for rice: delete "50,000 and \$23.0" and insert "200,000 and \$84.5"; and (2) under total Export Market Value delete "\$59.0" and insert "\$120.5".

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

I propose that this note and your reply concurring therein constitute an Agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

IRVING G. CHESLAW

M. SYEDUZZAMAN

Secretary

Planning Commission

Government of Bangladesh

Dacca

¹ TIAS 7949, 7973; 25 UST 2833, 3113.

*The Bangladesh Secretary, Planning Commission, to the American
Chargé d'Affaires ad interim*

[¹]

M. SYEDUZZAMAN
Secretary
Bangladesh Planning Commission

MINISTRY OF PLANNING
PLANNING COMMISSION
BANGLADESH SECRETARIAT

D.O. No. 82 ERD-II/USA(PL-480)-I/75.

Dated, the JANUARY 27, 1975

DEAR MR. CHESLAW,

I have the honour to refer to the Title-I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974 as amended, November 8, 1974 and December 2, 1974 and we concur to the amendments as proposed in your note dated January 27, 1975 as follows —

In part II; Item I, Commodity Table (I) under the appropriate columns for rice delete "50,000 and \$23.0" and insert "200,000 and \$84.5", and (2) under total Export Market Value delete "\$59.0" and insert "\$120.5"

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same. This note in reply concurring to the proposals as mentioned in your note of January 27, 1975 constitutes an agreement between our two Governments effective this date.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

M SYEDUZZAMAN

(M. Syeduzzaman)

Mr. IRVING G. CHESLAW,
Chargé d'Affaires ad interim
Embassy of the USA in Bangladesh,
Dacca

¹ In translation reads "Government People's Republic of Bangladesh"

REPUBLIC OF VIET-NAM

Agricultural Commodities

Agreement amending the agreement of October 8, 1974.

Effectuated by exchange of notes

Signed at Saigon January 30, 1975;

Entered into force January 30, 1975.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 21

JANUARY 30, 1975

EXCELLENCY:

I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 8, 1974, [¹] and to propose that that Agreement be amended as follows:

In Part II, Particular Provisions:

- A. In Item I, Commodity Table, under the appropriate column headings, insert new line reading "Wheat/Wheat Flour—1975—50,000 MT—\$8.0". On the line entitled "Total", and under the column headed "Maximum Export Market Value (Millions)", delete "\$7.2", and insert "\$15.2".
- B. In Item IV, Export Limitations, Paragraph B, Commodities To Which Export Limitations Apply, delete "None", and insert "For the purposes of Part I, Article III, A. 4 of the Agreement, the commodities which may not be exported are wheat, wheat flour, rolled wheat, semolina, farina, and bulgar (or the same products under a different name)". All other terms and conditions of the October 8, 1974 Agreement remain unchanged.

¹ TIAS 7952; 25 UST 2891.

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

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

Sincerely yours,

GRAHAM MARTIN

Graham Martin

His Excellency

VUONG VAN BAC

Minister of Foreign Affairs

Republic of Vietnam

Saigon

The Vietnamese Minister for Foreign Affairs to the American Ambassador

REPUBLIC OF VIET-NAM
MINISTRY
OF
FOREIGN AFFAIRS
SAIGON

Saigon, January 30, 1975

No 435 -MAE/EF/HT

Excellency,

I have the honour to acknowledge the receipt of Your Excellency's Note No 21 dated January 30, 1975 which reads as follows :

' I have the honor to refer to the P.L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 8, 1974, and to propose that that Agreement be amended as follows :

In Part II, Particular Provisions :

- A. In Item I, Commodity Table, under the appropriate column headings, insert new line reading "Wheat/Wheat Flour - 1975 - 50,000 MT - \$8.0". On the line entitled "Total", and under the column headed "Maximum Export Market Value (Millions)", delete "\$7.2", and insert "\$15.2".
- B. In Item IV, Export Limitations, Paragraph B, Commodities To Which Export Limitations Apply, delete "None", and insert "For the purposes of Part I, Article III, A.4 of the Agreement, the commodities which may not be exported are wheat, wheat flour, rolled wheat, semolina, farina, and bulgar (or the same products under a different name)". All other terms and conditions of the October 8, 1974 Agreement remain unchanged.

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

TIAS 8017

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

I have the honour to confirm to Your Excellency
my concurrence in the contents of Your Note.

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



VUONG-VAN-BAC

Minister for Foreign Affairs

His Excellency
Graham Martin
Ambassador of the United States
of America

SAIGON

JAMAICA

Trade in Cotton Textiles

*Agreement amending and extending the agreement of September 29,
1967, as amended and extended.*

Effectuated by exchange of notes

*Signed at Washington February 20, 1975;
Entered into force February 20, 1975.*

The Secretary of State to the Jamaican Ambassador

DEPARTMENT OF STATE
WASHINGTON

February 20, 1975

Excellency:

I have the honor to refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated September 29, 1967, as amended by exchange of notes on July 21, 1970, and September 26, 1973. [¹] As a result of discussions between representatives of our two Governments, I have the honor to propose that the above mentioned agreement be continued in force and amended as follows:

Paragraph 1 is amended to read as follows:

"1. The term of this agreement shall be from October 1, 1970, through March 31, 1975."

Paragraph 2 is amended to add the following:

"For the fifth agreement period, constituting the six month period from October 1, 1974, through March 31, 1975, the aggregate and specific limits shall be one half the comparable limits for the fourth agreement year, increased by 5 percent."

His Excellency

Douglas V. Fletcher,

Ambassador of Jamaica.

¹TIAS 6357, 6915, 7720; 18 UST 2713; 21 UST 1522; 24 UST 2044.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Jamaica shall constitute an amendment to the agreement between our two Governments.

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

For the Secretary of State:

 [¹]

¹ Julius Katz

The Jamaican Ambassador to the Secretary of State

No. C5/12/15/5

20th February, 1975.

Sir,

I have the honour to acknowledge receipt of your Note of February 20, 1975, proposing a six month extension of the Agreement concerning trade in cotton textiles between our two Governments.

I further have the honour to confirm on behalf of the Government of Jamaica that the proposal set forth in your Note is acceptable to my Government, and to confirm that your Excellency's Note and this reply thereto constitute an extension of the Agreement.

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


Douglas V. Fletcher
Ambassador.

The Honourable
Dr. Henry Kissinger,

Secretary of State of the
United States of America,

WASHINGTON, D.C.

ISRAEL

Atomic Energy: Cooperation for Civil Uses

*Agreement extending the agreement of July 12, 1955, as amended
and extended.*

Signed at Washington January 13, 1975;

Entered into force March 24, 1975.

With related notes.

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 (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, August 19, 1964,
April 2, 1965, and August 23, 1966, [¹]

Agree as follows:

¹ TIAS 3311, 4407, 4507, 5079, 5723, 5909, 6091; 6 UST 2641; 11 UST 46, 1626;
13 UST 1289; 15 UST 2337; 16 UST 1773; 17 UST 1365.

ARTICLE I

Article VIII of the Agreement for Cooperation, as amended, is amended by deleting the date "April 11, 1975" and substituting in lieu thereof the date "April 11, 1977".

ARTICLE II

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 entry into force of such Amendment [1] and shall remain in force for the period of the Agreement for Cooperation, as amended.

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

DONE at Washington, in duplicate, this thirteenth day of January, 1975.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Alfred L. Atherton Jr. [2]
Dixy Lee Ray [3]

FOR THE GOVERNMENT OF ISRAEL:

Mordechai Shalev [4]

¹ Mar. 24, 1975.

² Alfred L. Atherton, Jr.

³ Dixy Lee Ray

⁴ Mordechai Shalev

[RELATED NOTES]

The Secretary of State presents his compliments to His Excellency the Ambassador of Israel and has the honor to refer to the proposed Amendment to the Agreement for Cooperation signed today between the Government of the United States and the Government of Israel concerning civil uses of atomic energy.

In the course of discussions between respective representatives of the two Governments leading to this Amendment, it was agreed that it would be in the mutual interest to place on record the long-held understanding that no material, including equipment and devices, subject to the Agreement for Cooperation and no material produced through the use of such material, including equipment and devices, may be used for any nuclear explosive device, or for research on or development of any such device, regardless of how the device itself is intended to be used.

Upon receipt of His Excellency's note confirming that the Government of Israel shares this understanding, the exchange of notes shall constitute the formal record of the mutual understanding in this regard and shall be an integral part of the Agreement for Cooperation.

A L A

DEPARTMENT OF STATE,
WASHINGTON, *January 13, 1975.*

EMBASSY OF ISRAEL
WASHINGTON, D. C.

שגרירות ישראל
ושינינגטון

AO/561

13 January 1975

The Ambassador of Israel presents his compliments to the Honorable the Secretary of State and has the honor to refer to the Secretary's Note dated today, regarding the proposed Amendment to the Agreement for Cooperation between the Government of Israel and the Government of the United States concerning civil uses of atomic energy signed today, in which the Secretary of State set forth for the record the following understanding between the Government of Israel and the Government of the United States:

"In the course of discussions between respective representatives of the two Governments leading to this Amendment, it was agreed that it would be in the mutual interest to place on record the long-held understanding that no material, including equipment and devices, subject to the Agreement for Cooperation and no material produced through the use of such material, including equipment and devices, may be used for any nuclear explosive device, or for research on or development of any such device, regardless of how the device itself is intended to be used.

"Upon receipt of His Excellency's Note confirming that the Government of Israel shares this understanding, the exchange of Notes shall constitute the formal

record of the mutual understanding in this regard and shall be an integral part of the Agreement for Cooperation."

The Ambassador of Israel has the further honor to inform the Honorable the Secretary of State that the Government of Israel confirms that it shares this understanding and that the Secretary's Note and this reply shall constitute the formal record of this mutual understanding and shall be an integral part of the Agreement for Cooperation.

The Ambassador of Israel takes this opportunity to renew to the Honorable the Secretary of State the assurances of his highest consideration.

hsg

Washington, D.C.
13 January 1975

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries

*Agreement extending the agreements of February 21,
1973, as extended.*

Effectuated by exchange of notes

Signed at Washington February 26, 1975;

Entered into force February 26, 1975.

The Acting Chairman of the Delegation of the United States of America to the Chairman of the Delegation of the Union of Soviet Socialist Republics

FEBRUARY 26, 1975

EXCELLENCY:

I have the honor to refer to the following Agreements between our two Governments:

1. Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Relating to Fishing Operations in the Northeastern Pacific Ocean, signed at Moscow, February 21, 1973; [¹]

2. Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Certain Fisheries Problems in the Northeastern Part of the Pacific Ocean Off the Coast of the United States of America, signed at Moscow, February 21, 1973; [²] and

3. Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Relating to Fishing for King and Tanner Crab, signed at Moscow, February 21, 1973. [³]

I have further the honor to propose that the aforesaid Agreements be extended through June 30, 1975.

If the foregoing proposal is acceptable to Your Excellency, it is proposed that this note together with your reply shall constitute an Agreement between our two Governments which shall enter into force on the date of your note.

¹ TIAS 7572, 7981; 24 UST 617; 25 UST 3162.

² TIAS 7573, 7981; 24 UST 631; 25 UST 3162.

³ TIAS 7571, 7981; 24 UST 603; 25 UST 3162.

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

WILLIAM L. SULLIVAN, JR.

William L. Sullivan, Jr.

*Acting Chairman of the Delegation
of the United States of America*

His Excellency

VЛАДИМИР М. КАМЕНТЬЕВ,

*Chairman of the Delegation of the
Union of Soviet Socialist Republics*

The Chairman of the Delegation of the Union of Soviet Socialist Republics to the Acting Chairman of the Delegation of the United States of America

Вашингтон, О.К.

26 февраля 1975 года

Ваше Превосходительство,

Имею честь подтвердить получение ноты Вашего Превосходительства от сегодняшнего числа следующего содержания (в переводе):

"Ваше Превосходительство,

Имею честь сослаться на следующие соглашения между нашими двумя Правительствами:

1) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о рыболовстве в северо-восточной части Тихого океана, подписанное в Москве 21 февраля 1973 года;

2) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья Соединенных Штатов Америки, подписанное в Москве 21 февраля 1973 года;

3) Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о промысле королевского краба и краба-стригана, подписанное в Москве 21 февраля 1973 года.

Далее имею честь предложить продлить вышеуказанные Соглашения по 30 июня 1975 года.

Если вышеупомянутое предложение приемлемо для Вашего Превосходительства, предлагается, чтобы настоящая нота и Ваш ответ на нее составили Соглашение между нашими двумя Правительствами, которое вступает в силу с даты Вашей ноты.

Примите, Ваше Превосходительство, возобновленные заверения в моем высоком к Вам уважении".

Далее имею честь подтвердить вышеуказанное понимание от имени Правительства Союза Советских Социалистических Республик

и согласиться с тем, чтобы нота Вашего Превосходительства и настоящий ответ на нее рассматривались как составляющие Соглашение между нашими двумя Правительствами.

Примите, Ваше Превосходительство, возобновленные заверения в моем высоком к Вам уважении.



Его Превосходительству
У.Л.Салливену, Мл.
Исполняющему обязанности
руководителя делегации
Соединенных Штатов Америки

В.М.Каменецкий,
Руководитель делегации
Союза Советских
Социалистических
Республик

TRANSLATION

Washington, D.C., February 26, 1975

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which states as follows:

[For the English language text, see p. 133.]

I have the further honor to confirm the aforesaid understanding in the name of the Government of the Union of Soviet Socialist Republics and to agree that Your Excellency's note together with this reply shall be regarded as constituting an Agreement between our two Governments.

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

V. M. Kamentsev
Chairman of the Delegation of the
Union of Soviet Socialist Republics

His Excellency

W. L. Sullivan, Jr.,
Acting Chairman of the Delegation
of the United States of America

TIAS 8020

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Certain Fisheries Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean

*Agreement signed at Washington February 26, 1975;
Entered into force, except for paragraphs 4 and 5,
February 26, 1975; entered into force with respect
to paragraphs 4 and 5, April 1, 1975.
With related letters.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
ON CERTAIN FISHERY PROBLEMS ON THE HIGH SEAS
IN THE WESTERN AREAS OF THE MIDDLE ATLANTIC OCEAN

The Government of the United States of America and the
Government of the Union of Soviet Socialist Republics,

Considering it desirable that the fisheries in the Western areas
of the high seas in the Middle Atlantic Ocean be conducted on a
rational basis with due attention to their mutual interests, proceeding
from generally recognized principles of international law,

Considering it necessary to conduct the fisheries in the said
areas with due consideration of the state of fish stocks, based on
the results of scientific investigations, for the purpose of ensuring
the maintenance of maximum sustainable yields and the maintenance of
the said fisheries,

Taking into account the need for expanding and coordinating
scientific research in the field of fisheries and the exchange of
scientific data,

Have agreed on the following:

1. a. The Government of the United States of America and the Government of the Union of Soviet Socialist Republics consider it desirable to expand research pertaining to the species of fish of interest to both parties, on a national basis as well as in the form of coordinated research according to agreed programs. The competent authorities of both Governments shall ensure the following, at least on an annual basis:

(i) An exchange of scientific and statistical data, published works, and the results of fishery research; and
(ii) Meetings of scientists.

b. The competent authorities of the two Governments shall also ensure the mutual exchange of regular visits of scientists to fisheries research vessels for varying periods of time in order to enhance scientific collaboration. Each exchange shall generally include two visiting scientists. Such collaboration may continue through the analyses of data, samples, and other results of the research.

c. Each Government will take the necessary steps to ensure that its competent authorities conduct the corresponding fishery research and develop the most rational fishing technology, in accordance with a coordinated program which has been developed by the scientists of both countries. The exchange of scientific and statistical data shall include, inter alia, information on methods of analysis and data on by-catches.

d. Each Government considers it desirable to establish a cooperative program through which fisheries specialists of one country could be placed aboard fishing vessels of the other country for the purpose of obtaining biostatistical data from catches obtained by using various fishing methods. It is understood that representatives of the two Governments shall consult as necessary for the purpose of considering arrangements for such a program.

2. The Government of the United States of America and the Government of the Union of Soviet Socialist Republics, for the purpose of reproduction and maintenance of fish stocks, will take appropriate measures to ensure that their citizens and vessels will:

- a. Refrain from fishing during the period from January 1 through April 15, to ensure access of red hake and silver hake to the spawning grounds and to protect certain winter concentrations of scup and flounders; said abstention will apply to an area of the Mid-Atlantic bounded by straight lines connecting the following coordinates in the order listed:

<u>North Latitude</u>	<u>West Longitude</u>
40° 05'	71° 40'
39° 50'	71° 40'
37° 50'	74° 00'
37° 50'	74° 25'
38° 24'	73° 44'
39° 40'	72° 32'

b. Refrain from increasing the catch of scup, flounders, and black sea bass above the 1967 levels in the waters situated west and south of Sub-area 5 of the Convention area of the 1949 International Convention for the Northwest Atlantic Fisheries and north of 34° North Latitude;

c. Refrain, in the waters specified in subparagraph b of this paragraph, from conducting specialized fisheries for scup, flounders, bluefish, and river herring in all instances, and from increasing their incidental catch of these species, that is, the catch taken unintentionally when conducting specialized fisheries for other species;

d. Refrain, in the waters situated west and south of Sub-area 5 of the Convention area of the 1949 International Convention for the Northwest Atlantic Fisheries and north of 30° North Latitude, from fishing menhaden during the period

from January 1 through April 30, and from increasing the incidental catch of this species;

e. Limit their catches so that their aggregate catches of finfish and squid shall not exceed the national allocations agreed upon in the International Commission for the Northwest Atlantic Fisheries (ICNAF) in compliance with applicable ICNAF conservation measures and size limitations.

f. The provisions of subparagraphs a, b, and c of this paragraph shall not apply to vessels under 110 feet in length, nor to vessels fishing for crustacea or molluscs other than squid.

3. Both Governments shall take appropriate measures to ensure that their citizens and vessels will, in the waters covered by this Agreement, conduct their fishing with due regard for the conservation of the stocks of fish.

4. Recognizing that some incidental catch of living resources of the continental shelf is unavoidable in directed fisheries for other species when fishing gear operated in contact with the bottom is used, the Government of the Union of Soviet Socialist Republics, in order to protect and conserve the living resources of the United States continental shelf, agrees to take appropriate measures to:

a. ensure that its nationals and vessels will:

(i) Refrain from engaging in a directed fishery for any species of living resources of the United States continental shelf on or under the seabed or in waters above the continental shelf of the United States of America,

(ii) When engaged in fishing or in fishing support activities in waters over the continental shelf of the United States of America, refrain from having on board any continental shelf fishery resources taken on the continental shelf of another country;

(iii) Avoid concentrations of living resources of the continental shelf and, when a concentration of such resources is encountered in the course of their fishing operations, take immediate steps to avoid the concentration in future operations;

(iv) When any incidental catch of continental shelf living resources is taken, immediately return those resources to the sea with a minimum of injury. The amount, species, position, dates, type of gear, time gear on bottom, and disposition of such incidental catch will promptly be recorded in the vessel's fishing log book;

(v) Allow and assist the boarding and inspection of their vessels using fishing gear being operated in contact with the bottom by enforcement officers of the United States for the purpose of ascertaining compliance with this agreement;

b. reduce the use by its nationals and vessels of fishing gear operated in contact with the bottom in fisheries off the coast of the United States, and ensure that such gear is replaced with gear which does not generally come into contact with the bottom in normal use;

c. collect, in the same manner as catch data is collected for ICNAF, the data on the incidental catch and disposition of the living resources of the continental shelf of the United States by its nationals and vessels, and exchange such information with the Director of the Northeast Region of the United States National Marine Fisheries Service during the meetings provided for in paragraph 10 of this Agreement.

5. The Government of the United States of America and the Government of the Union of Soviet Socialist Republics will take steps to minimize the possibility of conflict between gear anchored

in the sea and mobile fishing gear and to investigate conflicts when they are reported. This will include:

- a. For the American side, with respect to fixed fishing gear, development and use of improved marking and deployment practices, and timely notification of known locations of fixed fishing gear by transmission of daily radio messages to the Soviet fleet.
- b. For the Soviet side:
 - (i) Acknowledgement of receipt of the daily fixed fishing gear notifications described in subparagraph a above.
 - (ii) Notice to American authorities of areas of concentration of the Soviet fishing fleet in the vicinity of locations of fixed gear. This notification shall be accomplished in the form of a daily response to the fixed gear notification by American authorities and shall include current locations of the Soviet fleet as well as its inspection vessels.
 - (iii) Additional precautionary measures by Soviet vessels to avoid fishing operations that could damage the fixed gear set by United States fishermen engaged in a specialized fishery for the living resources of the continental shelf.
- c. For both sides:
 - (i) If a vessel is operating in or near a fixed gear area in such a manner as to indicate to competent authorities of either country that a conflict is likely to occur, the above mentioned authorities shall take prompt steps to prevent the potential conflict. This will include, where possible, communicating information and warnings concerning the potential danger of conflict to the vessels

involved and to any inspector of the other Government known to be in the vicinity or a designated authority of the other Government. The appropriate fishing or fishery support vessels should also communicate directly following the customary international radio communication procedures.

(ii) When a conflict has occurred, either side shall immediately notify the appropriate authorities of the other side. Both sides shall ensure that prompt and thorough investigations are made by appropriate inspectors for their own side. These investigations should be made on the site of the incident when possible. On a voluntary basis, the investigation may be conducted jointly by inspectors of both sides. The invitation to the inspector of the other side will be extended by the inspector of the flag State upon the request of the master in charge of a fishing vessel involved in the conflict. The results of these investigations shall be provided to the American-Soviet Fisheries Claims Board for use in case a claim arising out of the conflict is brought before the Board.

6. Fishing vessels and fishery support vessels under the flag of the Union of Soviet Socialist Republics may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America in the following areas bounded by straight lines connecting the coordinates in the order listed:

a. During the period from November 15 through May 15:

<u>North Latitude</u>	<u>West Longitude</u>
40° 44' 00"	72° 27' 00"
40° 38' 00"	72° 27' 00"
40° 34' 31"	72° 40' 00"

40° 32' 41"	72° 46' 26"
40° 32' 32"	72° 53' 26"
40° 36' 54"	72° 53' 26"
40° 40' 55"	72° 40' 00"

b. During the period from September 15 through May 15:

<u>North Latitude</u>	<u>West Longitude</u>
39° 40' 00"	74° 00' 00"
39° 37' 00"	73° 54' 00"
39° 32' 30"	73° 57' 18"
39° 35' 30"	74° 04' 00"

7. Fishing vessels of the Union of Soviet Socialist Republics may fish during the period from January 1 through March 31, within the nine-mile fishery zone contiguous to the territorial sea of the United States of America, in the waters bounded by straight lines connecting the following coordinates in the order listed:

<u>North Latitude</u>	<u>West Longitude</u>
40° 40' 55"	72° 40' 00"
40° 34' 31"	72° 40' 00"
40° 32' 41"	72° 46' 26"
40° 32' 32"	72° 53' 26"
40° 36' 54"	72° 53' 26"

8. Each Government shall, within the scope of its domestic laws and regulations, facilitate entry into appropriate ports for fishing vessels, fishery research vessels, and fishery support vessels. The Government of the United States of America will take appropriate measures to ensure the following:

a. The entry of not more than four Soviet fishing, fishery research, and fishery support vessels each month into each of the Ports of Baltimore, Philadelphia, New York, and Boston. In addition, special provisions shall be made as necessary regarding the entry of Soviet research vessels

which are engaged in a mutually agreed research program in accordance with the terms of paragraph 1 of this Agreement.

b. Entry into the Ports of Baltimore, Philadelphia, New York, and Boston as indicated in subparagraph a above, shall be permitted subject to four days' advance notice of the planned entry to the appropriate authority.

c. The Government of the United States of America at its Embassy in Moscow will accept crew lists in application for visas valid for a period of six months for multiple entries into United States ports pursuant to subparagraph a above. Such a crew list shall be submitted at least 14 days prior to the first entry of a vessel into a port of the United States. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from Soviet ports will also be subject to the provisions of this subparagraph, provided that visas thereunder shall only be valid for six months from the date of issuance of the original crew list visa. Notification of entry or an application for entry under subparagraph b or c above shall specify if shore leave is requested under such a multiple entry visa.

d. Entry of all vessels into the ports referred to in subparagraph a above may be to replenish ships stores or fresh water, obtain bunkers, provide rest for or make changes in personnel of such vessels, and obtain minor repairs and other services normally provided in such ports, all in accordance with applicable rules and regulations.

e. Subject to the provisions of this Agreement, it is understood that the entry of Soviet vessels into any United States port is subject to the applicable laws and regulations of the United States of America.

f. Each of the above provisions in this paragraph may be modified by mutual consent at any time.

9. Under conditions of force majeure, each Government will, within the scope of its domestic laws and regulations, facilitate entry of fishing, fishery research, and fishery support vessels into its respective open ports after appropriate notification has been given.

10. Both Governments consider it useful to arrange:

a. Regular visits of representatives of the fisheries authorities of the two countries to exchange information and discuss actual or potential problems concerning the fishing grounds, questions relating to the operations of the fishing fleets, and questions arising out of the application of the provisions of this Agreement; such visits shall take place at least every three months, on appropriate vessels of each side; and

b. Mutual visits of representatives of fishermen's organizations of the two countries on vessels operating in the Western areas of the Middle Atlantic.

Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits shall be arranged between the Director of the Northeast Region of the United States National Marine Fisheries Service and the Chief of the joint fleet expeditions of the Main Administration's "ZAPRYBA". The arrangements for these visits shall be made by the Regional Director in the first and third calendar quarters and the Chief of the joint fleet expeditions in the second and fourth calendar quarters. The communications necessary to initiate the arrangements for these meetings will be made in the first month of each quarter. Each side will inform the other side at least two

weeks before the visit of subjects it wishes discussed. Additional meetings may be requested by either side as may be necessary.

11. The Scheme of Joint International Enforcement in effect under the 1949 International Convention for the Northwest Atlantic Fisheries^[1] shall apply on a voluntary basis to enforcement of the provisions of this Agreement, except where enforcement is otherwise provided for in this Agreement. Nothing in this paragraph is intended to modify the mandatory application of the Scheme of Joint International Enforcement under the 1949 International Convention for the Northwest Atlantic Fisheries to conservation regulations under that Convention, or the system of enforcement applicable to the nine-mile fishing zone contiguous to the territorial sea of the United States of America.

12. Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to freedom of fishing on the high seas or to traditional fisheries.

13. This Agreement constitutes an extension and modification of the provisions of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics signed at Copenhagen on June 21, 1973.^[2]

The present Agreement shall enter into force on February 26, 1975, except that paragraphs 4 and 5 of this Agreement shall enter into force April 1, 1975, until which date paragraph 3 of the aforementioned Agreement signed at Copenhagen June 21, 1973, shall remain in force. The present Agreement shall remain in force through December 31, 1975.

At the request of either Government, representatives of the two Governments will meet at a mutually convenient time with a view to modifying the present Agreement. In any event, representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this

¹ TIAS 2089; 1 UST 477.

² TIAS 7664, 7981; 24 UST 1603; 25 UST 3162.

Agreement to review the operation of this Agreement and to decide on future arrangements.

Notwithstanding the above, at any time either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate one month from the date on the communication. As soon as possible after receipt of such communication, representatives of the two Governments shall meet to discuss possible future arrangements.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE in Washington, February 26, 1975, in duplicate, in English and Russian, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[¹]



FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[²]



¹ Dixy Lee Ray

² V. M. Kamentsev

С О Г Л А Ш Е Н И Е

между Правительством Соединенных Штатов Америки
и Правительством Союза Советских Социалистических
Республик по некоторым вопросам рыболовства в открытом
море в западных районах средней части Атлантического
океана

Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик,

считая желательным, чтобы рыболовство в западных районах от-
крытого моря в средней части Атлантического океана осуществлялось
на рациональной основе с должным учетом их взаимных интересов, ис-
ходя из общепризнанных принципов международного права,

считая необходимым осуществлять промысел в указанных районах
с должным учетом состояния рыбных запасов, основанным на результа-
тах научных исследований, с тем, чтобы обеспечить поддержание мак-
симальных устойчивых уловов и указанного промысла,

принимая во внимание необходимость расширения и координирова-
ния научно-исследовательских работ в области рыболовства и обмена
научными данными,

согласились с нижеследующим:

I. а) Правительство Соединенных Штатов Америки и Правительство
Союза Советских Социалистических Республик считают желательным
расширить научные исследования видов рыб, представляющих интерес

для

для обеих сторон как на национальной основе, так и в форме координированных исследований по согласованным программам. Компетентные организации обоих Правительств обеспечат, по крайней мере на горочной основе, следующее:

(I) обмен научными и статистическими данными, опубликованными работами и результатами рыбохозяйственных научных исследований;

(II) встречи ученых.

в) компетентные организации обоих Правительств обеспечат взаимный регулярный обмен учеными на научно-исследовательских судах рыбной промышленности в различные периоды времени для того, чтобы способствовать научному сотрудничеству. В каждом случае обычно будет проводиться посещение двумя учеными. Такое сотрудничество может продолжаться путем анализа данных, образцов и других результатов исследований.

с) каждое Правительство примет необходимые меры к тому, чтобы его компетентные организации вели соответствующие рыбохозяйственные научные исследования и разработку наиболее рациональной техники лова по координированной программе, составленной учеными обеих стран. Обмен научными и статистическими данными будет включать, в частности, информацию о методах анализа и данные о приложениях.

д) оба Правительства считают желательным осуществление программы сотрудничества, согласно которой специалисты одной страны могут быть помещены на борт рыболовных судов другой страны с целью совместного сбора био-статистических данных об уловах, полученных при применении различных методов лова. Понимается, что

представители

представители обоих Правительств будут при необходимости консультироваться для рассмотрения дальнейших мероприятий, с целью осуществления этой программы.

2. Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик, в целях воспроизводства и сохранения рыбных запасов, примут соответствующие меры для того, чтобы их граждане и суда:

а) воздерживались от ведения промысла в период с I января по 15 апреля для обеспечения прохода морского налима и серебристого хека на нерестилища и для охраны некоторых концентраций ската и камбал в зимний период; упомянутое воздержание будет распространяться на район средней части Атлантики, ограниченный прямыми линиями, соединяющими следующие точки в указанном ниже порядке:

<u>Северная широта</u>	<u>Западная долгота</u>
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

в) воздерживались от увеличения вылова ската, камбал и черного каменного окуня по сравнению с уровнем 1967 года в водах, расположенных к западу и к югу от подрайона 5 района действия Международной Конвенции о рыболовстве в северо-западной части

Атлантического

Атлантического океана 1949 года и к северу от 34° северной широты;

с) воздерживались в водах, указанных в пункте "в" настоящего параграфа, от ведения во всех случаях специализированного промысла ската, камбалы, луфара и помолобуса и не увеличивали их прилова, т.е. улова, взятого непреднамеренно при ведении специализированного промысла других видов рыб;

д) воздерживались от вылова менхедена в период с 1 января по 30 апреля, а также от увеличения прилова этого вида рыб в водах, расположенных к западу и к югу от подрайона 5 района действия Международной Конвенции о рыболовстве в северо-западной части Атлантического океана 1949 года и к северу от 30° северной широты;

е) ограничивали свои уловы так, чтобы общий вылов плавниковых рыб и кальмаров не превышал лимитов, выделенных согласно национальному распределению квот в Международной Комиссии по рыболовству в северо-западной части Атлантического океана (ИКНАФ), при соблюдении мер сохранения запасов и ограничения промыслового размера рыб, принятых в ИКНАФ;

ф) положения пунктов "а", "в" и "с" настоящего параграфа не распространяются на суда длиной менее 110 футов и на суда, ведущие промысел ракообразных или моллюсков, кроме кальмаров;

3. Оба Правительства примут соответствующие меры для того, чтобы их граждане и суда осуществляли промысел в водах, подпадающих под действие настоящего Соглашения, с должным учетом сохранения запасов рыб.

4. Признавая,

4. Признавая, что некоторый случайный улов живых ресурсов континентального шельфа является неизбежным при ведении специализированного промысла других видов орудиями лова, которые работают в контакте со дном, в целях защиты и сохранения живых ресурсов континентального шельфа Соединенных Штатов Америки, Правительство Союза Советских Социалистических Республик соглашается принять надлежащие меры для:

а) обеспечения того, чтобы его граждане и суда:

(I) воздерживались от ведения специализированного промысла любых видов живых ресурсов континентального шельфа Соединенных Штатов Америки на морском дне или в его недрах или в водах, покрывающих континентальный шельф Соединенных Штатов Америки;

(II) будучи заняты ловом рыбы или вспомогательными рыбопромысловыми операциями в водах, покрывающих континентальный шельф Соединенных Штатов Америки, воздерживались от того, чтобы иметь на борту любые ресурсы континентального шельфа, добывшие на континентальном шельфе другой страны;

(III) избегали концентраций живых ресурсов континентального шельфа и, при встрече с концентрацией таких ресурсов в ходе своих рыбопромысловых операций, предпринимали немедленные шаги к тому, чтобы избегать этой концентрации при последующей работе;

(IV) при любом случайному вылове живых ресурсов континентального шельфа немедленно возвращали такие ресурсы в море с минимальными повреждениями. Сведения об их количестве, видах, месте,

дате.

дате, типе орудия лова, длительности нахождения орудия лова на дне, а также о том, что было сделано с таким случайным уловом, будут незамедлительно регистрироваться в промысловом журнале судна;

(у) разрешали подъем на борт и содействовали этому и инспектированию их судов, использующих орудия лова, которые работают в контакте со дном, должностными лицами инспекции Соединенных Штатов Америки, в целях подтверждения соответствия их деятельности настоящему Соглашению.

в) сокращения использования его гражданами и судами орудий лова, работающих в контакте со дном, при ведении рыбопромысловых операций у побережья Соединенных Штатов Америки и обеспечения замены таких орудий лова на орудия лова, которые обычно не соприкасаются со дном при нормальной работе.

с) сбора данных о случайному вылове и о том, что было сделано с живыми ресурсами континентального шельфа Соединенных Штатов Америки, его гражданами и судами, осуществляющего такого же образа, как и сбор данных об уловах для ИКИАФ, и обмена такими данными с директором северо-восточного района Национальной службы морского рыболовства Соединенных Штатов в ходе встреч, предусмотренных параграфом 10 настоящего Соглашения.

5. Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик предпримут шаги для сведения к минимуму возможности конфликта между орудиями лова, поставленными на якорь в море и подвижными орудиями лова, и для

расследования

расследования конфликтов, когда о них поступает сообщение. Это включает:

а) для американской стороны – в отношении ставных орудий лова, разработку и применение улучшенной практики их маркировки и использования и своевременное уведомление об известных местах установки ставных орудий лова путем передачи ежедневных радиосообщений советскому флоту.

б) для советской стороны:

(I) подтверждение получения ежедневных уведомлений о ставных орудиях лова, описанных в предыдущем пункте "а";

(II) уведомление американских властей о районах концентрации советского рыбопромыслового флота вблизи мест расположения ставных орудий лова. Это уведомление осуществляется в форме ежедневного ответа на уведомление американских властей о ставных орудиях лова и включает текущее местоположение советского флота и его инспекционных судов;

(III) принятие советскими рыболовными судами дополнительных мер предосторожности, с тем, чтобы избегать такой работы, которая может привести к повреждению ставных орудий лова рыбаков Соединенных Штатов, ведущих специализированный промысел живых ресурсов континентального шельфа;

с) для обеих сторон:

(I) если судно работает в районе ставных орудий лова или вблизи него таким образом, что это может служить указанием

компетентным

компетентным властям любой из стран на вероятность возникновения конфликта, вышеупомянутые власти предпринимают незамедлительные шаги к предотвращению возможного конфликта. Сюда включается передача, в тех случаях, когда это возможно, информации и предупреждений о возможной опасности конфликта соответствующим судам и любому инспектору другого Правительства, о котором известно, что он находится поблизости, или назначенному уполномоченному лицу другого Правительства. Соответствующим рыболовным и вспомогательным судам рыбной промышленности следует осуществлять прямую радиосвязь, в соответствии с общепринятым международным порядком радиообмена;

(П) в тех случаях, когда конфликт произошел, любая из сторон немедленно уведомляет об этом соответствующие власти другой стороны. Обе стороны обеспечивают незамедлительное и тщательное расследование самостоятельно соответствующими инспекторами, для каждой из сторон соответственно. Такие расследования должны, по мере возможности, проводиться на месте инцидента.

На добровольной основе расследование может проводиться совместно инспекторами обеих сторон. Инспектор другой стороны приглашается инспектором государства флага судна по просьбе капитана рыболовного судна, вовлеченного в конфликт. Результаты этих расследований направляются советско-американской Комиссии по рыболовным претензиям для использования в случае, если претензия,

вытекающая

вытекающая из конфликта, представлена Комиссии.

6. Рыболовные и вспомогательные суда рыбной промышленности, плавающие под флагом Союза Советских Социалистических Республик, могут осуществлять грузовые операции в водах девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки, на следующих участках, ограниченных прямыми линиями, соединяющими точки в указанном ниже порядке:

а) в течение периода с 15 ноября по 15 мая:

<u>Северная широта</u>	<u>Западная долгота</u>
40°44'00''	72°27'00''
40°38'00''	72°27'00''
40°34'31''	72°40'00''
40°32'41''	72°46'26''
40°32'32''	72°53'26''
40°36'54''	72°53'26''
40°40'55''	72°40'00''

в) в течение периода с 15 сентября по 15 мая:

<u>Северная широта</u>	<u>Западная долгота</u>
39°40'00''	74°00'00''
39°37'00''	73°54'00''
39°32'30''	73°57'18''
39°35'30''	74°04'00''

7. Рыболовные суда Союза Советских Социалистических Республик могут вести промысел в период с 1 января по 31 марта в водах

девятимильной

девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки, на следующих участках, ограниченных прямыми линиями, соединяющими точки в указанном ниже порядке:

<u>Северная широта</u>	<u>Западная долгота</u>
40°40'55''	72°40'00'',
40°34'31''	72°40'00'',
40°32'41''	72°46'26'',
40°32'32''	72°53'26'',
40°36'54''	72°53'26'',

8. Каждое Правительство, в рамках своих внутренних законов и правил, способствует заходам в соответствующие порты рыболовных, научно-исследовательских и вспомогательных судов рыбной промышленности. Правительство Соединенных Штатов Америки примет соответствующие меры для обеспечения следующего:

- а) заходов не более четырех советских рыболовных, научно-исследовательских и вспомогательных судов рыбной промышленности в течение каждого месяца в каждый из портов Балтимора, Филадельфии, Нью-Йорка и Бостона. Кроме того, в случае необходимости предусматриваются специальные положения для захода советских научно-исследовательских судов, которые работают по взаимно согласованной программе научных исследований, согласно положениям параграфа I настоящего Соглашения;
- в) заходы в порты Балтимора, Филадельфии, Нью-Йорка и Бостона, как указано в предыдущем пункте "а", разрешаются соответствующими

властями

властями при условии их уведомления за четыре дня до предполагаемого захода;

с) Правительство Соединенных Штатов Америки будет принимать в своем посольстве в Москве судовые роли при обращении за визами, действительными на период в шесть месяцев на многократные заходы в порты Соединенных Штатов Америки, в соответствии с положениями пункта "а" настоящего параграфа. Такая судовая роль представляется, по крайней мере, за 14 дней до первого захода судна в порт Соединенных Штатов Америки. Представление исправленной (дополнительной) судовой роли после выхода судна из советских портов также подпадает под действие положений настоящего пункта, при условии, что выданные в соответствии с ним визы будут действительны только на период в шесть месяцев с даты выдачи визы под первоначальную судовую роль. В уведомлении о заходе или запросе в соответствии с предыдущими пунктами "в" и "с" указывается, требуется ли выход экипажа на берег согласно такой многократной въездной визе;

д) заходы всех судов в порты, указанные в пункте "а" настоящего параграфа, могут быть связаны с пополнением судовых запасов или пресной воды, получением бункера, предоставлением отдыха или замены персонала таких судов, мелкого ремонта и других услуг, обычно предоставляемых в таких портах; все упомянутое осуществляется в соответствии с действующими правилами и положениями;

е) с учетом положений Соглашения понимается, что заходы советских судов в любой порт Соединенных Штатов подпадают под

действие

действие соответствующих законов и правил Соединенных Штатов Америки;

г) любое положение данного параграфа может быть изменено в любое время по взаимному согласию сторон.

9. При форсажорных обстоятельствах каждое Правительство, в пределах своих внутренних законов и правил, будет содействовать заходам рыболовных, научно-исследовательских и вспомогательных судов рыбной промышленности в свои соответствующие открытые порты после надлежащего об этом уведомления.

10. Оба Правительства считают полезным организовать:

а) регулярные посещения представителями органов управления рыболовства обеих стран для обмена информацией и обсуждения существующих или потенциальных проблем, касающихся промысловых районов, вопросов работы рыболовного флота и вопросов, возникающих в связи с применением положений настоящего Соглашения; такие посещения осуществляются по крайней мере один раз в три месяца на соответствующих судах каждой из сторон и

в) взаимные посещения представителями организаций рыбаков обеих стран судов, работающих в западных районах Средней Атлантики.

Участники каждого посещения подготавливают краткий отчет в каждом случае и представляют их соответствующим органам обоих Правительств. Посещения организуются директором северо-восточного района Национальной службы морского рыболовства Соединенных Штатов Америки и начальником объединенной экспедиции флота Главного

управления

управления "Запрыба". Региональный директор организует эти посещения в первом и третьем кварталах, а начальник объединенной экспедиции флота - во втором и четвертом кварталах. Контакты, необходимые для организации таких встреч, будут устанавливаться в первом месяце каждого квартала. Каждая из сторон будет информировать другую сторону, по крайней мере за две недели до посещения, о тех вопросах, которые она хотела бы обсудить.

Каждая сторона, при возникновении необходимости, может просить о дополнительных встречах.

II. Для проверки на добровольной основе выполнения положений настоящего Соглашения применяется Схема совместной международной инспекции, действующая в соответствии с Международной Конвенцией о рыболовстве в северо-западной части Атлантического океана 1949 года, за исключением тех случаев, когда проверка осуществляется в ином порядке, предусмотренном в настоящем Соглашении.

Ничто в настоящем параграфе не направлено на изменение обязательного применения Схемы совместной международной инспекции в соответствии с Международной Конвенцией о рыболовстве в северо-западной части Атлантического океана 1949 года к правилам сохранения запасов, действующим согласно этой Конвенции или системы проверки, применяемой в девятимильной рыболовной зоне, прилежащей к территориальным водам Соединенных Штатов Америки.

I2. Ничто

12. Ничто в настоящем Соглашении не должно толковаться в ущерб взглядам любого Правительства на свободу рыболовства в открытом море или на традиционный промысел рыбы.

13. Настоящее Соглашение является продолжением и модификацией положений Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик, подписанного в Копенгагене 21 июня 1973 года.

Настоящее Соглашение вступает в силу 26 февраля 1975 года, за исключением параграфов 4 и 5 настоящего Соглашения, которые вступят в силу с I апреля 1975 года, а до этой даты остается в силе параграф 3 вышеупомянутого Соглашения, подписанного в Копенгагене 21 июня 1973 года. Настоящее Соглашение остается в силе по 31 декабря 1975 года.

По просьбе любого из двух Правительств представители обоих Правительств встречаются в удобное для обеих сторон время с целью изменения настоящего Соглашения. В любом случае представители обоих Правительств встречаются в удобное для них время до истечения срока действия настоящего Соглашения для того, чтобы рассмотреть вопрос, как осуществляется настоящее Соглашение, и принять решение о дальнейших мероприятиях.

Несмотря на вышесказанное, в любое время, любое из двух Правительств может уведомить другое Правительство о своем намерении денонсировать настоящее Соглашение и в этом случае Соглашение утратит силу через месяц со дня уведомления. После получения такого

уведомления

уведомления представители обоих Правительств встретятся как можно быстрее для обсуждения возможных дальнейших мероприятий.

В удостоверение чего нижеподписавшиеся, будучи должностным образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Вашингтоне 26 февраля 1975 г., в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Правительство
Соединенных Штатов
Америки



За Правительство
Союза Советских
Социалистических
Республик



[RELATED LETTERS]

FEBRUARY 26, 1975

EXCELLENCY:

Under the Agreement signed today for our two Governments on Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean, notification of a visit to the U.S. ports of Boston, Baltimore, New York and Philadelphia must be received at least four days in advance of port entry. Notice of visits of fishing and fishery support vessels shall be forwarded to U.S. Coast Guard Headquarters, Washington, D.C., from a shipping agent either (1) via Telex using address "Coast Guard Headquarters, 6th and D Streets S.W., Washington, D.C., Telex number 89-2427;" or (2) via TWX using address "Coast Guard Headquarters, 6th and D Streets S.W., Washington, D.C., TWX number 710-822-1959;" or (3) via Western Union using either of the above addresses. Notice of visits of fishery research vessels shall be forwarded to the United States Department of State, Washington, D.C., through diplomatic channels.

Sincerely yours,

WILLIAM L. SULLIVAN, JR.

William L. Sullivan, Jr.
*Acting Chairman of the Delegation
of the United States of America*

His Excellency

VLADIMIR M. KAMENTSEV,
*Chairman of the Delegation of the
Union of Soviet Socialist Republics.*

FEBRUARY 26, 1975

EXCELLENCY:

I wish to inform you that the Government of the United States of America considers that the Agreement concerning Certain Fishery Problems on the High Seas in the Western Areas of the Middle Atlantic Ocean concluded today between our Governments will as of April 1, 1975, constitute a completely satisfactory agreement concerning conservation of the living resources of the United States Continental Shelf under the terms of the Department of State's Circular Note of December 5, 1974.

Sincerely yours,

WILLIAM L. SULLIVAN, JR.

William L. Sullivan, Jr.

*Acting Chairman of the Delegation
of the United States of America*

His Excellency

VLADIMIR M. KAMENTSEV,

*Chairman of the Delegation of the
Union of Soviet Socialist Republics.*

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: Consideration of Claims Resulting From Damage to Fishing Vessels or Gear and Measures To Prevent Fishing Conflicts

*Agreement amending the agreement of February 21, 1973,
as amended.*

*Effectuated by exchange of notes
Signed at Washington February 26, 1975;
Entered into force April 1, 1975.*

*The Acting Chairman of the Delegation of the United States of
America to the Chairman of the Delegation of the Union of Soviet
Socialist Republics*

FEBRUARY 26, 1975

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments relating to the Consideration of Claims Resulting from Damage to Fishing Vessels or Gear and Measures to Prevent Fishing Conflicts, signed at Moscow on February 21, 1973, and to propose that Annex II as enclosed with this note be substituted for Annex II of that Agreement as originally set forth in the Protocol of June 21, 1973.^[1]

If the foregoing proposal is acceptable to Your Excellency, it is proposed that this note together with your reply shall constitute an Agreement between our two Governments which shall enter into force on April 1, 1975.

¹ TIAS 7575, 7663; 24 UST 669, 1588.

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

WILLIAM L. SULLIVAN, JR.

William L. Sullivan, Jr.
*Acting Chairman of the Delegation
of the United States of America*

Enclosure:
Annex II.

His Excellency

VLADIMIR M. KAMENTSEV,
*Chairman of the Delegation of the
Union of Soviet Socialist Republics.*

ANNEX II

MEASURES TO PREVENT FISHING CONFLICT IN THE WESTERN AREAS OF THE ATLANTIC OCEAN OFF THE COAST OF NORTH AMERICA

1. a. This Annex applies to the waters of the Atlantic Ocean off the coast of North America.
 - b. For purposes of this Annex,
“fishing vessel” means any vessel engaged in the business of catching fish;
“vessel” means any fishing vessel and any vessel engaged in the business of processing fish or providing supplies or services to fishing vessels.
 - c. Fishing vessels shall be registered and marked in order to ensure their proper identification at sea in accordance with the regulations of each Government. The competent authorities of each Government shall inform the competent authorities of the other Government of the system of registration and marking used.
 - d. Each fishing vessel shall carry on board an official document, issued by the competent authority of its country, showing the name, if any, and description of the vessel, its nationality, its registration letter or letters and number, and the name of the owner or of the firm of association to which it belongs.
 - e. Each fishing vessel shall carry a national flag in good condition to be shown at the request of the competent authorities.
 - f. The nationality of a fishing vessel shall not be concealed in any manner whatsoever.
3. a. Subject to compliance with the International Regulations for Prevention of Collisions at Sea all vessels shall conduct their opera-

tions so as not to interfere with the operations of fishing vessels, or fishing gear.

b. Vessels arriving on fishing grounds where fishing vessels are already fishing or have set their gear for that purpose shall inform themselves of the position and extent of gear already placed in the sea and shall not place themselves or their fishing gear so as to interfere with or obstruct fishing operations already in progress.

c. No vessel shall anchor or remain on a fishing ground where fishing is in progress if it would interfere with such fishing unless required for the purpose of its own fishing operations or in consequence of accident or other circumstances beyond its control.

d. Except in cases of force majeure no vessel shall dump in the sea any article or substance which may interfere with fishing or obstruct or cause damage to fish, fishing gear or fishing vessels.

e. No vessel shall use or have on board explosives intended for the catching of fish.

f. In order to prevent damage, fishing vessels engaged in trawling and other fishing vessels with gear in motion shall take all practicable steps to avoid nets and lines or other gear which is not being towed.

g. (1) When nets belonging to different fishing vessels get foul of each other, they shall not be severed without the consent of the parties concerned unless it is impossible to disengage them by other means.

(2) When fishing vessels fishing with lines entangle their lines, the fishing vessel which hauls up the lines shall not sever them unless they cannot be disengaged in any other way, in which case any lines which may be severed shall where possible be immediately joined together again.

(3) Except in cases of salvage and the cases to which the two preceding subparagraphs relate, nets, lines or other gear shall not, under any pretext whatever, be cut, hooked, held on to, or lifted up, except by the fishing vessel to which they belong.

(4) When a vessel fouls or otherwise interferes with gear not belonging to it, it shall take all necessary measures for reducing to a minimum the injury which may result to such gear. The fishing vessel to which the gear belongs shall, at the same time, avoid any action tending to aggravate such damage.

4. With respect to nets, lines and other gear anchored in the sea, fishing vessels shall comply with the rules set out below in this paragraph.

a. Gear shall be marked sufficiently to indicate its position and extent. The ends of lines to which fishing gear anchored in the sea is attached should be marked with buoys. The westernmost (meaning the half compass circle from south through west to and including north) end buoy should be fitted with two flags one above the other or one flag and a radar reflector, and the easternmost (meaning the half compass circle from north through east to and including south) end

buoy should be fitted with one flag or a radar reflector. The westernmost end buoy may be fitted with one or two white lights, and the easternmost end buoy may be fitted with one white light. On gear extending more than 1½ miles additional buoys should be placed at distances of not more than 1 mile so that no part of the gear extending 1 mile or more is left unmarked. Each additional buoy should be fitted with a flag or a radar reflector and may be fitted with one white light. The flagpole of each buoy should have a height of at least 2 meters above the buoy. Each buoy should be marked so that ownership may be determined.

b. Fishing vessels operating gear anchored in the sea shall, when they are present, notify approaching vessels of the position and extent of gear.

c. Fishing vessels using mobile gear shall:

(1) Maintain a continuous visual and radar watch for markers indicating the position and extent of gear anchored in the sea.

(2) Avoid areas where gear is known to be anchored in the sea during periods of reduced visibility and hours of darkness.

5. The American side will inform the Soviet fishing fleet, through the Chief of the joint expeditions of the Main Fishery Administration "ZAPRYBA", of the known locations of fixed fishing gear on a timely basis by transmitting daily messages by radio in the following manner:

a. The message transmitted on the first day of each month shall be a summary report containing a complete description of the fixed fishing gear located along the entire coast as of that date, without referring to earlier messages, and shall be numbered as follows:

01 01 75 (for 1st January 1975)
01 02 75 (for 1st February 1975) etc.

b. Subsequent daily messages concerning changes occurring in the locations of the fixed gear described in the first message for the current month shall be numbered in the order in which they are transmitted during that month; thus for January 1975:

01 01 75
02 01 75
— — —
31 01 75;

where the first two figures indicate the sequence number of a message during that month. The summary and daily messages shall indicate both the type and location of the fixed fishing gear.

The Chairman of the Delegation of the Union of Soviet Socialist Republics to the Acting Chairman of the Delegation of the United States of America

Вашингтон, С.К.
26 февраля 1975 г.

Ваше Превосходительство,

Имею честь подтвердить получение ноты Вашего Превосходительства от сегодняшнего числа следующего содержания (в переводе):

"Ваше Превосходительство,

Имею честь сослаться на Соглашение между обоими нашими Правительствами о рассмотрении претензий, возникающих в связи с повреждением рыболовных судов или орудий лова и о мерах по предотвращению промысловых конфликтов, подписанное в Москве 21 февраля 1973 года, и предложить, чтобы Приложение П, приложенное к настоящей ноте, заменило бы Приложение П этого Соглашения, которое первоначально фигурировало в Протоколе от 21 июня 1973 года.

Если вышеуказанное предложение приемлемо для Вашего Превосходительства, то предлагается, чтобы настоящая нота, вместе с Вашим ответом, составили Соглашение между обоими нашими Правительствами, которое вступает в силу 1 апреля 1975 года.

Примите, Ваше Превосходительство, возобновленные заверения в моем высоком к Вам уважении".

Далее имею честь подтвердить вышеуказанное понимание от имени Правительства Союза Советских Социалистических Республик и согласиться с тем, чтобы нота Вашего Превосходительства и настоящий ответ на нее рассматривались как составляющие Соглашение между нашими двумя Правительствами.

Примите, Ваше Превосходительство, возобновленные заверения в моем высоком к Вам уважении.

В.М.Каменецк,

Руководитель делегации
Союза Советских
Социалистических Республик

Его Превосходительству
У.Л.Салливену, мл.
Исполняющему обязанности
руководителя делегации
Соединенных Штатов Америки

ПРИЛОЖЕНИЕ П

МЕРЫ ПО ПРЕДОТВРАЩЕНИЮ ПРОМЫСЛОВЫХ КОНФЛИКТОВ
В ЗАПАДНЫХ РАЙОНАХ АТЛАНТИЧЕСКОГО ОКЕАНА У
ПОБЕРЕЖЬЯ СЕВЕРНОЙ АМЕРИКИ

1. а) Настоящее Приложение применимо к водам Атлантического океана у побережья Северной Америки;

в) Для целей настоящего Приложения термин "рыболовное судно" означает любое судно, занятное ловом рыбы. Термин "судно" означает любое рыболовное судно и любое судно, занятное обработкой рыбы, или снабжением, или обслуживанием рыболовных судов.

2. а) Рыболовные суда должны быть зарегистрированы и иметь опознавательные знаки, обеспечивающие правильное их опознание в море в соответствии с правилами, установленными компетентными властями каждого Правительства. Компетентные организации каждого Правительства информируют компетентные организации другого Правительства о состоянии регистрации и применяемых опознавательных знаках;

в) Каждое рыболовное судно должно иметь на борту официальный документ, выданный компетентной организацией его страны, с указанием названия (если таковое имеется) и описанием судна, его национальной принадлежности, регистрационной буквы или букв и номера, а также наименование владельца или фирмы ассоциации, которым оно принадлежит;

с) Каждое рыболовное судно должно иметь национальный флаг в хорошем состоянии, который должен подниматься по просьбе компетентных властей;

а) Национальная принадлежность рыболовного судна не должна скрываться каким бы то ни было образом.

3. а) Наряду с соблюдением международных правил для предупреждения столкновения судов в море, все суда должны вести свои операции с таким расчетом, чтобы не мешать работе других судов или орудий лова;

в) Суда, прибывающие на промысловые участки, где рыболовные суда уже ведут лов или выставили орудия лова для этой цели, должны осведомляться о местоположении и протяженности уже выставленных в море орудий лова и не должны вставать сами или помешать свои орудия лова таким образом, чтобы мешать или препятствовать уже проводимым промысловым операциям;

с) Ни одно судно не должно вставать на якорь или оставаться на промысловом участке, где ведется лов, если оно может помешать такому лову, за исключением тех случаев, когда это требуется в целях его собственных промысловых операций или в случае аварии или других обстоятельств от него не зависящих;

д) За исключением форсмажорных обстоятельств ни одно судно не должно сбрасывать в море какие-либо предметы или вещества, которые могут помешать промыслу или явиться препятствием для него, или причинить повреждения рыбе, орудиям лова или рыболовным судам;

е) Ни одно судно не должно использовать или иметь на борту взрывчатые вещества, предназначенные для добычи рыбы;

ф) Для избежания повреждений суда, занятые тралением, а также другие рыболовные суда с орудиями лова в работе, должны принимать все практические возможные шаги к тому, чтобы обойти сети и яруса или другие небуксируемые орудия лова;

г) (1) в случае, если произойдет сцепление сетей, принадлежащих различным рыболовным судам, то они не должны быть разрезаны, если не представляется возможным разъединить их другим способом, без согласия обеих заинтересованных сторон,

(2) в случае, если произойдет сцепление ярусов различных судов, ведущих ярусный лов рыбы, то рыболовное судно, поднимающее яруса, не должно перерезать их, а если они не могут быть разъединены каким-либо другим путем, то перерезанные в таком случае любые яруса, должны быть по возможности немедленно соединены вновь;

(3) за исключением случаев спасания и случаев, к которым относятся два предыдущих подпункта, сети, яруса или другие орудия лова не должны под каким бы то ни было предлогом перерезаться, зацепляться крюками, удерживаться или подниматься кем-либо за исключением того рыболовного судна, которому они принадлежат;

(4) в случае, если судно запутывает или каким-нибудь другим образом мешает работе не принадлежащего ему орудия лова, оно должно предпринять все необходимые меры, чтобы свести к минимуму ущерб, который может быть причинен этому орудию лова. Рыболовное судно, которому это орудие лова принадлежит, должно в это время избегать предпринимать любые действия, которые могут усугубить такой ущерб.

4. В отношении сетей, ярусов, ловушек и других орудий лова, стоящих на якоре в море, рыболовные суда будут руководствоваться правилами, изложенными ниже в настоящем параграфе:

а) Орудия лова должны быть соответствующим образом обозначены для того, чтобы указать их позицию и протяженность. Концы линий, к которым крепятся стоящие на якоре орудия лова, обозначаются буями. Крайний к западу концевой буй (имеется в виду половина круга компаса с юга через запад, включая конечную точку севера) оснащается двумя флагжками, установленными один над другим, или одним флагжком и радарным отражателем, а крайний к востоку концевой буй (имеется в виду половина круга компаса с севера через восток, включая конечную точку юга) оснащается одним флагжком или радарным отражателем. Крайний к западу концевой буй может быть оснащен одним или двумя белыми огнями, а крайний к востоку концевой буй может быть оснащен одним белым огнем. На снастях, протяженность которых составляет более 1 1/2 миль, дополнительные буи должны устанавливаться на расстоянии не более 1 мили с тем, чтобы ни одна часть орудия лова, протяженность которого составляет 1 милю или больше, не оставалась необозначенной. Каждый дополнительный буй должен оснащаться флагжком или радарным отражателем и может быть оснащен одним белым огнем. Высота каждого буя должна иметь высоту по крайней мере 2 метра над буем. Каждый буй должен быть обозначен таким образом, чтобы можно было определить его владельца.

в) Рыболовные суда, работающие с орудиями лова, стоящими на якоре в море, должны, в случае их присутствия, извещать приближающиеся суда о расположении и протяженности снастей.

с) Рыболовные суда, использующие подвижные орудия лова должны:

(1) постоянно осуществлять наблюдение визуально и с помощью радара за знаками, показывающими расположение и протяженность орудий лова, стоящих в море на якоре;

(2) во время пониженной видимости и темноты избегать районы, в которых, как известно, находятся орудия лова, стоящие на якоре.

5. Американская сторона будет своевременно уведомлять советский рыболовный флот через начальника объединенной экспедиции флота Главного управления "Запрыба" об известных местах установки ставных орудий лова путем передачи ежедневных радиосообщений, осуществляемых следующим образом:

a) Сообщение, передаваемое первого числа каждого месяца, является сводкой, содержащей полное описание ставных орудий лова, расположенных вдоль всего побережья, по состоянию на этот день, без ссылки на предыдущие сообщения, и нумеруется следующим способом:

01 01 75 (I января 1975 г.)

01 02 75 (I февраля 1975 г.) и т.д.

б) Последующие ежедневные сообщения о происходящих изменениях в местах установки ставных орудий лова, описанном в первом сообщении за текущий месяц, нумеруются в порядке их передачи в этом месяце, так, например, для января 1975г.:

01 01 75

02 01 75

.....

31 01 75

где первые две цифры указывают порядковый номер сообщения в этом месяце. В сводных и ежедневных сообщениях будут указываться как тип, так и местоположение таких орудий лова.

TRANSLATION

Washington, D.C., February 26, 1975

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which states as follows:

[For the English language text, see p. 167.]

I have the further honor to confirm the aforesaid understanding in the name of the Government of the Union of Soviet Socialist Republics and to agree that Your Excellency's note together with this reply shall constitute an Agreement between our two Governments.

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

V M Kamentsev

V.M. Kamentsev
Chairman of the Delegation of
the Union of Soviet Socialist
Republics

His Excellency
W. L. Sullivan, Jr.,
Acting Chairman of the Delegation
of the United States of America.

REPUBLIC OF KOREA
Agricultural Commodities

*Agreements amending the agreement of April 12, 1973,
as amended.*

Effectuated by exchange of notes

Signed at Seoul February 26, 1975;

Entered into force February 26, 1975.

And exchange of notes

Signed at Seoul March 13, 1975;

Entered into force March 13, 1975.

*The American Ambassador to the Korean Deputy Prime Minister
and Minister, Economic Planning Board*

No. 60

FEBRUARY 26, 1975

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 12, 1973, as amended on May 29, 1973, and December 7, 1974, [¹] and to propose that Part II, Particular Provisions, be further amended as follows.

ITEM I. Commodity Table:

Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "60,000" to "122,500" and "\$22.8" to "\$46.8".

On the line entitled "Wheat/Wheat Flour" change "600,000" to "435,000" and "\$53.7" to "\$38.9".

On the line entitled "Total" change "\$117.6" to "\$126.8".

¹ TIAS 7610, 7638, 7976; 24 UST 987, 1129; 25 UST 3128.

ITEM II. Payment Terms:

Paragraph 1, Initial Payment: Amend this paragraph to read as follows: "Five percent (5%) of such amounts purchased by the Government of the importing country under this Agreement, but not to exceed five percent (5%) of \$76.8 million."

Paragraph 2, Currency Use Payment:

Sub-paragraph a: Amend this paragraph to read as follows: "Twenty-five percent (25%) of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed twenty-five percent (25%) of the first \$44.8 million in disbursements for commodities other than rice, plus disbursements for rice above \$32 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

Sub-paragraph b: Amend this paragraph to read as follows: "In addition, twenty percent (20%) of the dollar amount of the financing for the first \$32 million for rice by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

All other terms and conditions of the April 12, 1973, Agreement remain the same.

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

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

RICHARD L SNEIDER

Richard L. Sneider
*Ambassador of the
United States of America*

His Excellency

NAM DUCK Woo

*Deputy Prime Minister and
Minister, Economic Planning Board
of the Republic of Korea*

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

February 26, 1975

Excellency:

I have the honor to refer to your proposal of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 12, 1973, as amended on May 29, 1973, and December 7, 1974, and to propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table:

Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "60,000" to "122,500" and "\$22.8" to "\$46.8".

On the line entitled "Wheat/Wheat Flour" change "600,000" to "435,000" and "\$53.7" to "\$38.9".

On the line entitled "Total" change "\$117.6" to "\$126.8".

His Excellency
Ambassador of the
United States of America
Seoul, Korea

Item II. Payment Terms:

Paragraph 1, Initial Payment: Amend this paragraph to read as follows: "Five percent (5%) of such amounts purchased by the Government of the importing country under this Agreement, but not to exceed five percent (5%) of \$76.8 million."

Paragraph 2, Currency Use Payment:

Sub-paragraph a: Amend this paragraph to read as follows: "Twenty-five percent (25%) of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed twenty-five percent (25%) of the first \$44.8 million in disbursements for commodities other than rice, plus disbursements for rice above \$32 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

Sub-paragraph b: Amend this paragraph to read as follows: "In addition, twenty percent (20%) of the dollar amount of the financing for the first \$32 million for rice by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

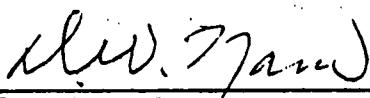
All other terms and conditions of the April 12, 1973,
Agreement remain the same.

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

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

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

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


Nam, Duck Woo
Deputy Prime Minister and
Minister, Economic Planning Board

*The American Ambassador to the Korean Deputy Prime Minister
and Minister, Economic Planning Board*

No. 63

MARCH 13, 1975

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 12, 1973, as amended on May 29, 1973, December 7, 1974, and February 26, 1975, and to propose that Part II, Particular Provisions, be further amended as follows:

ITEM I. Commodity Table:

Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "122,500" to "185,000" and "\$46.8" to "\$70.8".

On the line entitled "Wheat/Wheat Flour", change "435,000" to "380,000" and "\$38.9" to "\$30.9".

On the line entitled "Corn/Grain Sorghum", change "200,000" to "86,000" and \$14.0" to "\$6.0".

On the line entitled "Cotton", change "175,000" to "125,000" and "\$27.1" to "\$19.1".

All other terms and conditions of the April 12, 1973, Agreement remain the same.

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

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

RICHARD L SNEIDER

Richard L. Sneider
*Ambassador of the
United States of America*

His Excellency

NAM DUCK Woo

*Deputy Prime Minister and
Minister, Economic Planning Board
of the Republic of Korea*

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

March 13, 1975

Excellency:

I have the honor to refer to your proposal of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 12, 1973, as amended on May 29, 1973, December 7, 1974, and February 26, 1975, and to propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table:

Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "122, 500" to "185, 000" and "\$46. 8" to "\$70. 8".

On the line entitled "Wheat/Wheat Flour", change "435, 000" to "380, 000" and "\$38. 9" to "\$30. 9".

On the line entitled "Corn/Grain Sorghum", change "200, 000" to "86, 000" and "\$14. 0" to "\$6. 0".

His Excellency
Ambassador of the
United States of America
Seoul, Korea

On the line entitled "Cotton", change "175, 000" to
"125, 000" and "\$27 1" to "\$19. 1".

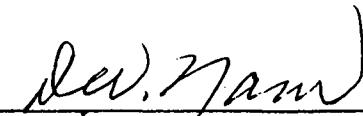
All other terms and conditions of the April 12, 1973,
Agreement remain the same.

If the foregoing is acceptable to your Government, I have
the honor to propose that this Note and your reply thereto
constitute an agreement between our two Governments, effective
on the date of your Note in reply

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

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

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


Nam, Duck Woo
Deputy Prime Minister and
Minister, Economic Planning Board

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of November 23, 1974.

Effectuated by exchange of notes

Signed at Islamabad March 3, 1975;

Entered into force March 3, 1975.

The American Ambassador to the Pakistani Joint Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

ISLAMABAD, *March 3, 1975*

SIR:

I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by the representatives of our two Governments on November 23, 1974 [¹] and to propose that the Agreement be amended as follows:

In Part II, Item I, Commodity Table: Under the appropriate columns for Wheat/wheat flour, delete "100,000" and "\$18.0" and insert in lieu thereof "400,000" and "\$66.8" respectively.

Except as amended hereby, all other terms and conditions of the November 23, 1974 Agreement shall remain in full force and effect.

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

¹ TIAS 7971; 25 UST 3090.

Please accept the renewed assurances of my highest consideration.

HENRY A. BYROADE

Henry A. Byroade
Ambassador

Mr. M. I. K. KHALIL

Joint Secretary

Economic Affairs Division

Ministry of Finance, Planning & Economic Affairs

Government of Pakistan

Islamabad

The Pakistani Joint Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Affairs, to the American Ambassador

Mr. M. I. K. KHALIL

Joint Secretary.

GOVERNMENT OF PAKISTAN
MINISTRY OF FINANCIAL PLANNING
AND ECONOMIC AFFAIRS
(ECONOMIC AFFAIRS DIVISION)

No. 1(2) US-VI/74

ISLAMABAD, the 3rd March, 1975

DEAR MR. AMBASSADOR,

I have the honour to acknowledge with thanks the receipt of your letter dated March 3, 1975, proposing to amend our PL 480 Title-I Agreement of November 23, 1974 to provide for the delivery of an additional quantity of 300,000 tons of wheat to Pakistan valued at \$48.8 million approximately.

2. The text of your letter under reference is reproduced below:

"I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by the representatives of our two Governments on November 23, 1974 and to propose that the Agreement be amended as follows:

In Part II, Item I, Commodity Table: Under the appropriate columns for wheat/wheat flour, delete "100,000" and "\$18.0" and insert in lieu thereof "400,000" and "\$66.8" respectively.

Except as amended hereby, all other terms and conditions of the November 23, 1974 Agreement shall remain in full force and effect.

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

Please accept the renewed assurances of my highest consideration."

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Yours sincerely,

M. I. K. KHALIL
(M. I. K. Khalil)

Mr. HENRY A. BYROADE,
Ambassador of the
United States of America
in Pakistan,
Islamabad.

**Minutes of the meeting held February 24, 1975 regarding the
March 3, 1975 amendment to the Fiscal Year 1975 PL 480, Title
I Agreement Signed on November 23, 1974**

The Government of Pakistan (GOP) and United States Government (USG) representatives agreed that the Minutes of the meeting held on November 19, 1974 regarding the Fiscal Year 1975 PL 480, Title I Agreement of November 23, 1974 would likewise be applicable to the March 3, 1975 amendment, except that paragraphs 3 and 4 of the Minutes would be changed to read as follows:

3. Supply Period.

The USG representatives pointed out that under the Agreement the USG has the right to withhold shipments during the supply period or possibly carry over shipments into the next supply period. However, the GOP representatives expressed the hope that the wheat to be provided under the PL 480 amendment can be shipped to Pakistan as rapidly as possible, on an urgent basis so it will arrive not later than the end of the fiscal year to tide over the present wheat supply position in Pakistan.

4. Purchase Authorizations.

This limitation is hereby deleted.

The above sets forth the understanding between the Government of Pakistan and the United States Government.

FOR THE GOVERNMENT OF PAKISTAN

By: M. I. K. KHALIL

Name: M. I. K. Khalil

Title: *Joint Secretary
Economic Affairs Division*

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

By: HENRY A. BYROADE

Name: Henry A. Byroade

Title: *The Ambassador of the
United States of America*

o

REPUBLIC OF VIET-NAM
Agricultural Commodities

*Agreement amending the agreement of October 8, 1974,
as amended.*

Effectuated by exchange of notes

*Signed at Saigon March 13, 1975,
Entered into force March 13, 1975.*

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

EMBASSY OF THE
UNITED STATES OF AMERICA

March 13, 1975

No. 51

Excellency:

I have the honor to refer to the P. L. 480 Title I Agricultural Commodities Agreement signed by representatives of our two Governments on October 8, 1974, as amended on January 30, 1975,^[1] and to propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table: Under the appropriate column on the line below the last listed commodity (Tobacco), and under the appropriate column headings, add "Cotton, 1975, 59,000 bales, 13.0". On the line titled "Total", change "\$15.2" to "\$45.7".

On the line titled "Wheat/Wheat Flour", change "50,000 MT" to "75,000 MT" and "\$8.0" to "\$12.0". On the line titled "Tobacco", change "2,600 MT" to "7,120 MT" and "\$7.2" to "\$20.7".

B. Item IV, Export Limitations: (1) In Sub-Paragraph B, delete balance of paragraph which follows phrase "... may not be exported are", place colon after the word "are" in the same phrase and add "For Wheat/Wheat Flour - wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same products under a different name). For Cotton - raw cotton, cotton textiles (including yarn and waste)". (2) Following Sub-Paragraph B, add: "C. Permissible Exports:

1. The Government of the Republic of Vietnam may export up to 4,000 metric tons of cotton waste in U. S. Fiscal Year 1975 without incurring any offset requirement.
2. In addition to the above, the Government of the Republic of Vietnam may export during U. S. Fiscal Year 1975 quantities of cotton waste in excess of 4,000 metric tons,

His Excellency
Vuong Van Bac
Minister of Foreign Affairs
Republic of Vietnam
Saigon

¹ TIAS 7952, 8017; 25 UST 2991; *ante*, p. 119.

and/or textiles fabricated in whole or in part from raw cotton, provided, however, that the cotton content of such cotton waste and textiles, by weight, is offset by commercial imports of raw cotton from the United States of America, using the foreign exchange of the Government of the Republic of Vietnam. It is understood that such commercial offset need not exceed during the export limitation period of this Agreement the quantity of raw cotton imported by the Government of the Republic of Vietnam under Title I Public Law 480 Sales Agreements.

3. However, the Government of the Republic of Vietnam may import textiles for finishing, and re-export the finished product without having to make commercial offsetting purchases of raw cotton, provided that the re-exported product does not contain any raw cotton imported under this Agreement, or any cotton imported commercially to meet offsetting purchase requirements, or textiles made from such cotton. Offsetting purchases of raw cotton are required to the extent of the cotton content equivalent of re-exported textiles which are not included in the aforementioned exceptions. The Government of the Republic of Vietnam agrees to maintain adequate statistics for all textiles, imported for finishing and re-exports of finished textiles clearly distinguishing export of textiles manufactured entirely in Vietnam from export of garments or other textile products produced in Vietnam from imported yarns or fabrics, and to report such statistics quarterly in reports furnished under Article III D of this Agreement.

All other terms and conditions of the October 8, 1974 Agreement, as amended, remain the same.

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

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

Sincerely yours,


W. J. Lehmann
Minister Plenipotentiary
Charge d'Affaires, a.i.

The Vietnamese Minister for Foreign Affairs to the American
Charge d'Affaires ad interim

REPUBLIC OF VIET-NAM
MINISTRY
OF
FOREIGN AFFAIRS
SAIGON

Saigon, March 13, 1975

No 1165 - MAE/EF/HT

Mr Charge d'Affaires,

I have the honour to acknowledge the receipt
of Your Note No 51 dated March 13, 1975 which reads
as follows :

"I have the honor to refer to the P.L. 480
Title I Agricultural Commodities Agreement signed by
representatives of our two Governments on October 8,
1974, as amended on January 30, 1975, and to propose that
Part II, Particular Provisions, be further amended as
follows :

A. Item I, Commodity Table : Under the appropriate
column on the line below the last listed commodity
(Tobacco), and under the appropriate column
headings, add " Cotton, 1975, 59,000 bales, 13.0".
On the line titled " Total", change " \$15.2" to
" \$45.7".

On the line titled " Wheat/Wheat Flour", change
" 50,000 MT" to " 75,000 MT" and " \$8.0" to " \$12.0".
On the line titled " Tobacco", change " 2,600 MT"
to " 7,120 MT" and " \$7.2" to " \$20.7".

B. Item IV, Export Limitations : (1) In Sub-Paragraph B,
delete balance of paragraph which follows phrase
" ... may not be exported are", place colon after
the word " are" in the same phrase and add " For
Wheat/Wheat Flour - wheat, wheat flour, rolled wheat,
semolina, farina or bulgur (or the same products
under a different name). For Cotton - raw cotton,
cotton textiles (including yarn and waste)". (2)
Following Sub-Paragraph B, add : " C. Permissible
Exports :

1. The Government of the Republic of Vietnam may export up to 4,000 metric tons of cotton waste in U.S. Fiscal Year 1975 without incurring any offset requirement.
2. In addition to the above, the Government of the Republic of Vietnam may export during U.S. Fiscal Year 1975 quantities of cotton waste in excess of 4,000 metric tons, and/or textiles fabricated in whole or in part from raw cotton, provided, however, that the cotton content of such cotton waste and textiles, by weight, is offset by commercial imports of raw cotton from the United States of America, using the foreign exchange of the Government of the Republic of Vietnam. It is understood that such commercial offset need not exceed during the export limitation period of this Agreement the quantity of raw cotton imported by the Government of the Republic of Vietnam under Title I Public Law 480 Sales Agreements.
3. However, the Government of the Republic of Vietnam may import textiles for finishing, and re-export the finished product without having to make commercial offsetting purchases of raw cotton, provided that the re-exported product does not contain any raw cotton imported under this Agreement, or any cotton imported commercially to meet offsetting purchase requirements, or textiles made from such cotton. Offsetting purchases of raw cotton are required to the extent of the cotton content equivalent of re-exported textiles which are not included in the aforementioned exceptions. The Government of the Republic of Vietnam agrees to maintain adequate statistics for all textiles, imported for finishing and re-exports, of finished textiles clearly distinguishing export of textiles manufactured entirely in Vietnam from export of garments or other textile products produced in Vietnam from imported yarns or fabrics, and to report such statistics quarterly in reports furnished under Article III D of this Agreement.

All other terms and conditions of the October 8, 1974 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government,
I propose that this note and your reply thereto constitute
an agreement between our two Governments effective on the
date of your note in reply

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

I have the honour to confirm to You, Mr Chargé
d'Affaires, my concurrence in the contents of Your Note.

Accept, Mr Chargé d'Affaires, the renewed
assurances of my high consideration.



Mr W.J. LEHMANN
Minister Plenipotentiary
Chargé d'Affaires, a.i.
Embassy of the United States of America.

SAIGON

INDIA
Agricultural Commodities

*Agreement signed at Washington March 20, 1975;
Entered into force March 20, 1975.*

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

The Government of the United States of America and the Government of India,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and India (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended^[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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

PART I - GENERAL PROVISIONSARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

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

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

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

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

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit

the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

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

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

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

ARTICLE IIA. Initial Payment

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

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsections 104(a), (b), (e), and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the

exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

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

2. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary

date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

- b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

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

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

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

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

implementing this provision the Government of the importing country shall:

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

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

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

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

B. Private Trade

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

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

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

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and
4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of

the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

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

I. Identification and Publicity

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

PART II - PARTICULAR PROVISIONS:

Item I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Millions)
Wheat/Wheat Flour (grain basis)	1975	800,000	\$128.0

Item II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 31
4. Balance Payable - Approximately equal annual installments
5. Due Date of First Installment Payment - Ten years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement</u>
Wheat/Wheat Flour (grain equivalent basis)	1975	370,000 metric tons

Item IV. Export Limitations:

- A. The export limitation period shall begin on the date the Agreement is signed and shall extend through U.S. Fiscal Year 1975 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.
- B. For the purpose of Part I, Article III A (4) of the Agreement, the commodities which may not be exported are: for wheat/wheat flour--wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name).

Item V. Self-Help Measures:

The Government of the Republic of India agrees to give high priority to the agricultural development portion of the annual budget with emphasis on increased production and improved marketing for domestic consumption and other measures such as:

- increased or improved storage facilities,
- field trials and research to identify economic applications of fertilizer, and improved distribution of fertilizer to meet needs identified,
- enhanced protection of crops against disease and insects,
- improved management of water resources by means of drainage, land leveling, continued installation of tubewells, and improved irrigation practices and
- increased productivity of dryland farming.

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following agriculture and economic development sectors, as contained in the Government of India's Annual Plan for 1974-1975: Agriculture and allied programs, irrigation and flood control, power, transportation and communications, education and health, family planning and nutrition.

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.
DONE at Washington, in duplicate, this twentieth day of March, 1975.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [1]

FOR THE GOVERNMENT OF INDIA:

 [2]

¹ Sidney Sober

² G. V. Ramakrishna

AGREED MINUTES OF THE MEETINGS OF DECEMBER 3, 9, 13 AND 30, 1974,
FEBRUARY 24, 1975 AND MARCH 7 AND 18, 1975
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA (USG)
AND THE GOVERNMENT OF INDIA (GOI)
REGARDING THE
PUBLIC LAW 480 TITLE I AGREEMENT FOR FISCAL YEAR 1975

1. General - The representatives of the two governments discussed in detail the provisions of the proposed agreement and reviewed the legislative background of food assistance programs under the Agricultural Trade Development and Assistance Act of 1954 (commonly called P.L. 480). USG officials pointed out that (a) the proposed Title I agreement currently being negotiated incorporated provisions and terms similar to those contained in the Title I agreement the GOI signed in 1971 except that, unlike earlier Local Currency Agreements, this agreement is on long-term credit, (b) Parts I and III of the new agreement are standard provisions for all Title I agreements, and (c) Part II is tailored to specific terms and conditions of the participating recipient country. GOI officials indicated their general understanding of these individual provisions of the agreement.

2. Operational Provisions - The following operational aspects and special provisions applicable to Title I agreements were reviewed.

A. The GOI will designate one or more persons in the United States to consult with representatives of the USG to discuss the rules and procedures applicable to procurement, financing, reporting and ocean transportation.

B. Commodities are to be purchased from private U.S. suppliers and actual prices agreed upon between buyers and sellers are subject to price review by United States Department of Agriculture (USDA), which has been a practice for several years.

C. The GOI will designate individuals or agencies in the recipient country with whom representatives of the USG may consult regarding the implementation of the agreement, such as (a) commodity arrival and off-loading information, (b) marking or identifying and publicizing arrivals, (c) assurances against resale and transshipment,

(d) compliance with usual marketing requirements, (e) data relating to imports and exports, (f) carrying out self-help measures, and (g) reconciliation of accounts.

D. If the GOI engages the services of a U.S. person or firm 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 (USDA). A copy of the written agreement between the Government of India and the United States agent must be submitted to USDA for approval prior to the issuance of applicable purchase authorizations.

E. The GOI agrees to the identification of commodities received and to publicize the agreement.

F. Purchases in fulfillment of the Usual Marketing Requirements (UMR's) are to be financed by the GOI from its own resources. Commercial imports from certain countries, and commodities imported as donations, grants, or concessional sales from the U.S. or other sources, cannot be counted toward the UMR's.

G. Should the USG authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the agreement, the GOI will be required to maintain the same UMR and export limitation provisions again for the subsequent comparable supply period under this agreement as specified in Article III.A.1 and 4 of Part I. If a UMR different from that established in the agreement is deemed appropriate, the agreement will be amended.

H. The USG will take the following into consideration in determining the timing and terms and conditions of Purchase Authorizations: (1) availabilities of commodities, (2) crop years of the United States and India, (3) availability of ocean shipping space, (4) ability of India to receive the commodity, (5) market implications, and (6) the overall interest of the U.S. Government. Extensions of terminal contracting and delivery dates as a general rule are not made.

3. Additional Understandings - In particular, the following additional items were discussed in detail:

A. Section 103(0) - Fair Share Amendment

The United States negotiators brought to the attention of the Indian Government representatives the "fair share" provision of Section 103(0) of the Act. It was explained that this provision is designed to assure that the United States share in any increases in commercial purchases of agricultural commodities by the purchasing country. In this connection, the United States and Indian negotiators took note of India's large commercial purchases of foodgrains during the past two years and the fact that over 50 percent of these purchases were made in the United States.

B. Self-Help Reporting

With reference to Part I, Article III.C of the agreement, it is agreed that the report on self-help measures in Part II, Item V, will be furnished annually by the Government of India; the first report to be submitted on or before December 1, 1975, with subsequent reports to be furnished annually thereafter in a mutually agreed form. These reports will be submitted until such time as the sales proceeds have been utilized.

C. Trade Arrangements

The Indian negotiators made reference to its obligation to return in kind wheat borrowed from abroad, and its full intention to fulfill this commitment.

The United States negotiators stated its position regarding shipments of wheat to third countries during the period of the agreement.

Both sides noted that the issue of such repayment in kind is not likely to arise during the United States Fiscal Years within which wheat will be imported or utilized under this agreement.

Both sides agreed to consult with each other to reach mutually satisfactory arrangements should future problems in this area arise.

D. Payment Provisions

1. In response to the question raised by the Indian negotiators regarding method of payment, the United States negotiators advised the Indians that the U.S. Government has, in accordance with Article II.H of

Part I, required payment in dollars of the interest and principal on credit made available under agreements pursuant to Title I of P.L. 480.

The U.S. Government will continue to require such payments in dollars under this P.L. 480 Title I agreement, and therefore, the language relating to local currency in Article II.E.2 and Article II.H, and Article III.G of Part I would not be applicable.

2. The United States negotiators also noted that since no Currency Use Payments (CUP) will be requested under this Title I, P.L. 480 agreement, the language that relates to Currency Use Payment in Article II.B., G and H of Part I and Item II.2 of Part II would not be applicable.

3. With reference to reporting under Article II.F of Part I and Item VI of Part II, it was agreed that it would be adequate if the Government of India uses the proceeds of commodities financed under this agreement for financing economic development programs specified in Items V and VI of Part II of this agreement and certifies such use annually in a mutually agreed form.

4. Also, with regard to Article II.F, the Indian negotiators noted that any loans made out of sales proceeds will be on normal Government of India terms.

E. Explanation of Cost and Value Figures

The U.S. negotiators explained that the export market value of commodities shown in Part II of the agreement represents the total amount for which Purchase Authorizations (PA's) may be issued and includes the Initial Payment (IP). The quantity of commodities shown in Part II are approximations based on estimates of export market prices. If commodity prices increase, the quantity to be financed under the agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities of commodities to be financed may be limited to those specified in Part II.

The Indian negotiators were advised that, although the U.S. is hopeful of supplying all the commodities in the agreement, because of supply and budgetary limitations, it may become necessary to withhold some shipments during the supply period or possibly carry over shipments into the next supply period. Purchase Authorizations may be limited to certain increments.

F. Ocean Transportation

The USG representatives pointed out the legislative requirement that not less than 50 percent of Title I P.L. 480 commodities are required to be shipped on U.S. flag vessels; ocean transportation costs will not be financed under the agreement; but the USG will pay the differential costs between U.S. and foreign flag rates on the approximately 50 percent of commodities required to be shipped in U.S. flag vessels.

Washington, March 20th, 1975.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:



FOR THE GOVERNMENT OF INDIA:



PORUGAL

Trade In Textiles with Macao

*Agreement effected by exchange of notes
Signed at Lisbon March 3, 1975;*

Entered into force March 3, 1975;

Effective January 1, 1975.

The American Ambassador to the Portuguese Minister for Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 72

LISBON, March 3, 1975

EXCELLENCY:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 23, 1973, [¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between representatives of our two Governments concerning exports of cotton, wool, and man-made fiber textiles and textile products from Macau to the United States. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Macau and the United States, to replace, effective January 1, 1975, the existing agreements of December 22, 1972, as amended, [²] relating to this trade.

1. The term of this agreement shall be from January 1, 1975 through December 31, 1977. During such term, the Government of Portugal will limit annual exports of cotton, wool, and man-made fiber textiles and textile products from Macau to the United States to aggregate, group, and specific limits as specified in the following paragraphs.

2. For the first agreement year, constituting the twelve-month period beginning January 1, 1975, the aggregate limit will be 31,809,- 890 square yards equivalent.

¹ Should read "December 20, 1973". TIAS 7840; 25 UST 1001.

² TIAS 7539, 7540, 7645, 7648, 7666; 23 UST 4323, 4331; 24 UST 1372, 1393, 1630.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

<u>Group</u>	<u>Limit (in square yards equivalent)</u>
I Categories 1-64 and 200-243	30,381,750
II Categories 101-132	1,428,140

4. Within the limit for Group I, the following specific limits shall apply for the first agreement year:

<u>Category</u>	<u>Unit</u>	<u>In Square Yards Equivalent</u>
49 other coats, cotton	30,531 Doz.	992,250
50/51 trousers, slacks, & shorts, cotton	58,853 Doz.	1,047,400
219 knit shirts, man-made	397,753 Doz.	7,302,750
221 sweaters, man-made	73,272 Doz.	2,696,400
222 trousers, slacks & shorts, knit, man-made	276,584 Doz.	4,923,200
223 knit underwear, man-made	124,709 Doz.	1,995,350
224 other knit apparel, man-made	288,077 Lb.	2,247,000
229 coats, man-made	158,189 Doz.	6,525,300

5. Within the aggregate limit, the limit for Group I may be exceeded in any agreement year by the amount of the shortfall in Group II, and the limit for Group II may be exceeded by one percent. Within the group limits, as adjusted, the specific limits in Group I may be exceeded by 7 percent in any agreement year, and the specific limits in Group II (in the event that specific limits are established for this group) may be exceeded by 5 percent. The limits referred to in this paragraph are without the adjustments provided for under paragraph 7 of this agreement.

6. (a) For the second and succeeding agreement years, the aggregate limit shall be increased by 6.25 percent of the aggregate for the preceding year. Within that limit, the limit for Group II shall be increased by one percent annually. Within the aggregate and applicable group limits, all specific limits and consultation levels shall be increased by 6.25 percent annually except those limits in Group II which shall be increased by 1 percent annually.

(b) The difference between the amounts resulting from the application of a 6.25 percent annual growth to the aggregate limit and a one percent annual growth to the limit for Group II shall be applied to Group I. The limits referred to in this paragraph are without adjustments under any other provision of this Agreement.

7. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

(i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits;

- (ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;
- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

Notwithstanding the foregoing, carryover of shortfalls into the first agreement year shall not be more than 5 percent of the applicable limits for the year ending December 31, 1974, provided for in the Agreements between the Governments concerning trade in cotton textiles and in wool and man-made fiber textiles of December 1972, as amended.

(b) For purposes of this Agreement, a shortfall occurs when exports from Macau to the United States during an agreement year are below the aggregate limits in this Agreement or the limits in force for the year ending December 31, 1974, provided in the Agreements referred to in subparagraph (a) above. In the agreement year following the shortfall, exports from Macau may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of subparagraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
- (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
- (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carry-over shall be used in the same group in which the shortfall occurred.

(c) The limits referred to in subparagraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 5 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.

8. Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Government of Portugal wishes to permit exports from Macau to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Portugal shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of Portugal shall limit exports from Macau to the United States in the category

in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in Categories 1-38, 64, 200-213 and 241-243; 700,000 square yards equivalent in Categories 39-63 and 214-240; and 102,010 square yards equivalent in Categories 101-132.

9. The Government of Portugal shall use its best efforts to space exports from Macau to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of Portugal with data on monthly imports of cotton, man-made fiber and wool textiles from Macau; and the Government of Portugal shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from Macau to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. (a) In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex A hereto shall apply.

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

(c) For purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

- (i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component.
- (ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.
- (iii) Man-made fiber textiles if neither of the foregoing applies.

12. The Government of Portugal and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

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

14. If the Government of Portugal considers that, as a result of limitations specified in this agreement, Macau is being placed in an inequitable position vis-a-vis a third country, the Government of Portugal may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

15. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles from Macau to the United States.

16. The Government of the United States of America may assist the Government of Portugal in implementing the limitation provisions of this agreement by controlling imports of cotton, wool and man-made fiber textiles covered by the agreement.

17. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Portugal, this note and your note of confirmation on behalf of the Government of Portugal shall constitute an agreement between the Government of Portugal and the Government of the United States of America.

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

FRANK CARLUCCI

Enclosure: Annex A

His Excellency

Dr. MÁRIO SOARES

*Minister for Foreign Affairs
Lisbon*

Annex A

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1.	Cotton yarn, singles, carded, not ornamented, etc.	lb.	4.6
2.	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4.6
3.	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4.6
4.	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4.6
5.	Ginghams, carded yarn	syd.	1.0
6.	Ginghams, combed yarn	syd.	1.0
7.	Velveteens	syd.	1.0
8.	Corduroy	syd.	1.0
9.	Sheeting, carded yarn	syd.	1.0
10.	Sheeting, combed yarn	syd.	1.0
11.	Lawns, carded yarn	syd.	1.0
12.	Lawns, combed yarn	syd.	1.0
13.	Voiles, carded yarn	syd.	1.0
14.	Voiles, combed yarn	syd.	1.0
15.	Poplin and broadcloth, carded yarn	syd.	1.0
16.	Poplin and broadcloth, combed yarn	syd.	1.0
17.	Typewriter ribbon cloth	syd.	1.0
18.	Print cloth, shirting type, 80X80 type, carded yarn	syd.	1.0
19.	Print cloth, shirting type, other than 80X80 type, carded yarn	syd.	1.0
20.	Shirting, carded yarn	syd.	1.0
21.	Shirting, combed yarn	syd.	1.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
22.	Twill and Sateen, carded yarn	syd.	1.0
23.	Twill and Sateen, combed yarn	syd.	1.0
24.	Yarn-dyed fabrics, n.e.s., carded yarn	syd.	1.0
25.	Yarn-dyed fabrics, n.e.s., combed yarn	syd.	1.0
26.	Fabrics, n.e.s., carded yarn	syd.	1.0
27.	Fabrics, n.e.s., combed yarn	syd.	1.0
28.	Pillowcases, plain, carded yarn	no.	1.084
29.	Pillowcases, plain, combed yarn	no.	1.084
30.	Dish towels	no.	.348
31.	Towels, other than dish towels	no.	.348
32.	Handkerchiefs	doz.	1.66
33.	Table damasks and manufactures	lb.	3.17
34.	Sheets, carded yarn	no.	6.2
35.	Sheets, combed yarn	no.	6.2
36.	Bedspreads, including quilts	no.	6.9
37.	Braided and woven elastics	lb.	4.6
38.	Fishing nets	lb.	4.6
39.	Gloves and mittens	doz. pr.	3.527
40.	Hose and half hose	doz. pr.	4.6
41.	Men's and boys' all white T-shirts, knits or crocheted	doz.	7.234
42.	Other T-shirts	doz.	7.234
43.	Knitshirts, other than T-shirts and sweatshirts (including infants)	doz.	7.234
44.	Sweaters and cardigans	doz.	36.8
45.	Men's and boys' shirts, dress, not knit or crocheted	doz.	22.186

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
46.	Men's and boys' shirts, sport, not knit or crocheted	doz.	24.457
47.	Men's and boys' shirts, work, not knit or crocheted	doz.	22.186
48.	Raincoats, 3/4 length or over	doz.	50.0
49.	All other coats	doz.	32.5
50.	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
51.	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
52.	Blouses, whether or not in sets	doz.	14.53
53.	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	doz.	45.3
54.	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	doz.	25.0
55.	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	doz.	51.0
56.	Men's and boys' undershirts (not T-shirts)	doz.	9.2
57.	Men's and boys' briefs and undershorts	doz.	11.25
58.	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	doz.	5.0
59.	All other underwear, not knit or crocheted	doz.	16.0
60.	Nightwear and pajamas	doz.	51.96

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
61.	Brassieres and other body supporting garments	doz.	4.75
62.	Other knitted or crocheted clothing	lb.	4.6
63.	Other clothing, not knit or crocheted	lb.	4.6
64.	All other cotton textile items	lb.	4.6
101.	Wool tops and wool advanced	lb.	1.95
102.	Yarns of Angora Rabbit hair	lb.	1.95
103.	Other yarns of wool and hair	lb.	1.95
104.	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	syd.	1.0
105.	Billiard cloth	syd.	1.0
106.	Blankets	lb.	1.295
107.	Carriage and auto robes, etc., n.e.s.	lb.	1.295
108.	Tapestries and upholstery fabrics	syd.	1.0
109.	Pile and tufted fabrics	syd.	1.0
110.	Knit fabrics in the piece	lb.	1.95
111.	Hosiery	dpr.	2.7814
112.	Gloves and mittens	dpr.	2.093
113.	Underwear, knit	lb.	1.95
114.	Other infants' articles, knit, not ornamented	lb.	1.95
115.	Knit hats and similar items	lb.	1.95
116.	Knit wearing apparel, n.e.s., valued not over \$5 per pound	lb.	1.95
117.	Knit wearing apparel, n.e.s., valued over \$5 per pound	lb.	1.95

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
118.	Hats, caps, not blocked	lb.	1.95
119.	Hats, caps, blocked, finished	lb.	1.95
120.	Men's and boys' suits	no.	4.5
121.	Men's and boys' outer coats	no.	4.5
122.	Women's, misses', and children's coats and suits	no.	4.75
123.	Women's, misses', and children's separate skirts	no.	1.5
124.	Trousers, slacks and shorts	no.	1.5
125.	Articles of wearing apparel, n.e.s.	lb.	2.0
126.	Lace and net articles including veiling	lb.	1.95
128.	Miscellaneous manufactures of wool	lb.	1.95
131.	Braided floor coverings	sft.	0.11
132.	Wool floor coverings, n.e.s.	sft.	0.11
200.	Textured yarns	lb.	3.51
201.	Yarn wholly of continuous filament, cellulosic	lb.	5.19
202.	Yarn wholly of continuous filament, other	lb.	11.6
203.	Yarn wholly of non-continuous filament, cellulosic	lb.	3.4
204.	Yarn wholly of non-continuous filament, other	lb.	4.12
205.	Yarns, other	lb.	3.51
206.	Woven fabrics, cellulosic, wholly of continuous man-made fiber	syd.	1.0
207.	Woven fabrics, cellulosic, wholly made of non-continuous fibers	syd.	1.0
208.	Woven fabrics, other, wholly of continuous man-made fibers	syd.	1.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
209.	Woven fabrics, other, wholly of non-continuous fibers	syd.	1.0
210.	Woven fabrics, other, of man-made fibers	syd.	1.0
211.	Knit fabrics	lb.	7.8
212.	Pile and tufted fabrics	syd.	1.0
213.	Specialty fabrics	lb.	7.8
214.	Gloves and mittens, knit, whether or not ornamented	dpr.	3.53
215.	Hosiery	dpr.	4.6
216.	Dresses, knit	doz.	45.3
217.	Pajamas and other nightwear, knit	doz.	51.96
218.	T-shirts, knit	doz.	7.24
219.	Shirts, other (including blouses), knit	doz.	18.36
220.	Skirts, knit	doz.	17.8
221.	Sweaters and cardigans, knit	doz.	36.8
222.	Trousers, slacks and shorts, knit, women's, girls' and infants'	doz.	17.8
223.	Underwear, knit	doz.	16.0
224.	Other wearing apparel, knit, whether or not ornamented	lb.	7.8
225.	Body-supporting garments	doz.	4.75
226.	Handkerchiefs	doz.	1.66
227.	Mufflers, scarves and shawls, not knit	lb.	7.8
228.	Blouses, not knit	doz.	14.53
229.	Coats, not knit	doz.	41.25
230.	Dresses, not knit	doz.	45.3

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
231.	Dressing gowns, including bathrobes and beachrobes, not knit	doz.	51.0
232.	Pajamas and other nightwear, not knit	doz.	51.96
233.	Playsuits, sunsuits, washsuits, etc., not knit	doz.	21.3
234.	Dress shirts, not knit	doz.	22.19
235.	Shirts, other, not knit	doz.	24.46
236.	Skirts, not knit	doz.	17.8
237.	Suits, not knit	no.	4.5
238.	Trousers, slacks and shorts, not knit	doz.	17.8
239.	Underwear, not knit	doz.	16.0
240.	Other wearing apparel, not knit, whether or not ornamented	lb.	7.8
241.	Floor coverings	sft.	0.11
242.	Other furnishings	lb.	7.8
243.	Manufactures, n.e.s. of man-made fiber	lb.	7.8

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



MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Gabinete do Secretário de Estado

Lisbon, March 3, 1975

Excellency:

I have the honour to acknowledge receipt of your Excellency's Note n° 72 of today's date, and of its respective Annex, reading as follows:

"Excellency:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 23, 1973, hereinafter referred to as the Arrangement. I also refer to recent discussions between representatives of our two Governments concerning exports of cotton, wool, and manmade fiber textiles and textile products from Macau to the United States. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton, wool, and manmade fiber textiles and textile products between Macau and the United States, to replace, effective Jan-

His Excellency Frank Charles Carlucci
Ambassador of the United States of America
Lisbon

nuary 1, 1975, the existing agreements of December 22, 1972, as amended, relating to this trade.

1. The term of this agreement shall be from January 1, 1975 through December 31, 1977. During such term, the Government of Portugal will limit annual exports of cotton, wool, and man-made fiber textiles and textile products from Macau to the United States to aggregate, group, and specific limits as specified in the following paragraphs.

2. For the first agreement year, constituting the twelvemonth period beginning January 1, 1975, the aggregate limit will be 31,809,890 square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

<u>Group</u>	<u>Limit</u>
(in square yards equivalent)	
I Categories 1-64 and 200-243	30,381,750
II Categories 101-132	1,428,140

4. Within the limit for Group I, the following specific limits shall apply for the first agreement year:

		In Square Yards Equivalent
<u>Category</u>	<u>Unit</u>	
49 other coats, cotton	30,531 Doz.	992,250
50/51 trousers, slacks, & shorts, cotton	58,853 Doz.	1,047,400
219 knit shirts, man-made	397,753 Doz.	7,302,750
221 sweaters, man-made	73,272 Doz.	2,696,400
222 trousers, slacks & shorts, knit, man-made	276,584 Doz.	4,923,200
223 knit underwear, man-made	124,709 Doz.	1,995,350
224 other knit apparel, man-made	288,077 Lb.	2,247,000
229 coats, man-made	158,189 Doz.	6,525,300

5. Within the aggregate limit, the limit for Group I may be exceeded in any agreement year by the amount of the shortfall in Group II, and the limit for Group II may be exceeded by one percent. Within the group limits, as adjusted, the specific limits in Group I may be exceeded by 7 percent in any

agreement year, and the specific limits in Group II (in the event that specific limits are established for this group) may be exceeded by 5 percent. The limits referred to in this paragraph are without the adjustments provided for under paragraph 7 of this agreement.

6. (a) For the second and succeeding agreement years, the aggregate limit shall be increased by 6.25 percent of the aggregate for the preceding year. Within that limit, the limit for Group II shall be increased by one percent annually. Within the aggregate and applicable group limits, all specific limits and consultation levels shall be increased by 6.25 percent annually except those limits in Group II which shall be increased by 1 percent annually.

(b) The difference between the amounts resulting from the application of a 6.25 percent annual growth to the aggregate limit and a one percent annual growth to the limit for Group II shall be applied to Group I. The limits referred to in this paragraph are without adjustments under any other provision of this Agreement.

7. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous

agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

- (i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits;
- (ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;
- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

Notwithstanding the foregoing, carryover of shortfalls into the first agreement year shall not be more than 5 percent of the applicable limits for the year ending December 31, 1974, provided for in the Agreements between the Gouvernements concerning trade in cotton textiles and in wool and man-made fiber textiles of December 1972, as amended.

(b) For purpose of this Agreement, a shortfall occurs when exports from Macau to the United States during an agreement year are below the aggregate limits in this Agreement or the limits in force for the year ending December 31, 1974,

provided in the Agreements referred to in subparagraph (a) above. In the agreement year following the shortfall, exports from Macau may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of subparagraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
 - (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
 - (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.
- (c) The limits referred to in subparagraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 5 above.
- (d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to

the limits for any year.

8. Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Government of Portugal wishes to permit exports from Macau to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Portugal shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of Portugal shall limit exports from Macau to the United States in the category in question to the consultation level. For the first agreement year, the consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in Categories 1-38, 64, 200-213 and 241-243; 700,000 square yards equivalent in Categories 39-63 and 214-240; and 102,010 square yards equivalent in Categories 101-132.

9. The Government of Portugal shall use its best efforts to space exports from Macau to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of Portugal with data on monthly imports of cotton, man-made fiber and wool textiles from Macau; and the Government of Portugal shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from Macau to the United States. Each Government agrees to supply promptly any pertinent and readily available statistical data requested by the other Government.

11. (a) In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex A hereto shall apply.

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

(c) For purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber texti

les if wholly or in chief value of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

- (i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component.
- (ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.
- (iii) Man-made fiber textiles if neither of the foregoing applies.

12. The Government of Portugal and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

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

14. If the Government of Portugal considers that, as a result of limitations specified in this agreement, Macau is being placed in an inequitable position vis-a-vis a third

country, the Government of Portugal may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

15. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, kool and man-made fiber textiles from Macau to the United States.

16. The Government of the United States of America may assist the Government of Portugal in implementing the limitation provisions of this agreement by controlling imports of cotton, wool and man-made fiber textiles covered by the agreement.

17. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Portugal, this note and your note of confirmation on behalf of the Government of Portugal shall constitute an agreement

between the Government of Portugal and the Government of the United States of America.

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

In reply I have the honour to signify on behalf of the Government of Portugal its concurrence in the foregoing purposes and to confirm that Your Excellency's Note and this Note [1] shall constitute an Agreement between our two Governments in this matter, effective January 1, 1975.

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

Jorge Campinos --

Jorge Campinos

Secretary of State for
Foreign Affairs

¹ Annex to this note not printed. For text, see p. 220.

PORUGAL

Technical Consultations and Training

*Agreement signed at Lisbon February 28, 1975;
Entered into force February 28, 1975.*

GRANT AGREEMENT

BETWEEN

THE GOVERNMENT OF PORTUGAL

AND

THE UNITED STATES OF AMERICA

(TECHNICAL CONSULTATIONS AND TRAINING GRANT)

Dated February 28, 1975

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GRANT AGREEMENT BETWEEN THE GOVERNMENT OF PORTUGAL
AND THE UNITED STATES OF AMERICA

Agreement and Grant, dated February 28, 1975, between
the Government of Portugal ("Government") and the Government
of the United States of America, acting through the Agency
for International Development ("A.I.D.").

ARTICLE I

The Grant

SECTION 1.01. Grant. Upon the terms and conditions
stated herein A.I.D. agrees to grant to the Government the
sum of Seven Hundred and Fifty Thousand United States Dollars
(\$750,000) (the "Grant") to finance the foreign exchange and
local costs to promote the economic development of Portugal
in accordance with the Program as described in Article II.

ARTICLE II

Program

SECTION 2.01. Program. Funds provided hereunder shall
be utilized to finance the costs of (a) contracts with United
States private firms, universities, individuals or other
organizations (hereinafter termed "consultants") to conduct
studies, to provide advisory services, or to prepare projects
for implementation; and (b) training programs for Portuguese
personnel directly engaged in development fields of high

priority to the Portuguese Government.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Any Disbursement.

Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Grant, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) An opinion of the Attorney General (Procurador Geral da Republica) of Portugal or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by, and executed on behalf of the Government, and that it constitutes a valid and legally binding obligation of the Government in accordance with all its terms;
- (b) A statement of the names of the persons holding or acting in the office of the Government specified in Section 8.02, and a specimen signature of each person specified in such statement.

SECTION 3.02. Additional Conditions Precedent. Prior to disbursement of any amount for a particular service financed hereunder, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) A description of the services to be obtained and a designation of the agency of the Government which will be responsible for implementation;
- (b) Evidence that a contract for services satisfactory to A.I.D. has been entered into with a consultant selected in a manner acceptable to A.I.D. The Government may obtain previous approval of A.I.D. to contracts that shall be entered into; in such case final approval shall not be refused if final version of contract corresponds to draft approved.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date

as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions

Precedent to Disbursement. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 and, in each case, 3.02 have been met:

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Contract Approvals. A.I.D. reserves the right to approve all services to be financed under the Program, the consultants selected to perform services, and all contracts financed under this Grant and amendments thereto, prior to the execution of such contracts. A.I.D.'s approval of such services and contracts shall not be unreasonably withheld.

SECTION 4.02. Execution of the Program. The Government will use its best efforts to facilitate the work of the consultants whose services are financed under this Grant and will insure that all contracts are carried out

in accordance with their terms, as approved by A.I.D. The Government shall provide promptly as needed all funds in addition to those made available under the Grant needed for the effective carrying out of the Program.

SECTION 4.03. Continuing Consultation. The Government and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Government of its obligations under this Agreement, the performance of the consultants, and other matters relating to the Program.

SECTION 4.04. Taxation. This Agreement shall be free from any taxation or fees imposed under the laws in effect within the country of the Government. As, and to the extent that any consultant financed hereunder, and any property or transactions relating to contracts with consultants are not exempt from identifiable taxes, tariffs, or duties and other levies imposed under laws in effect in the country of the Government, the Government shall make certain that

payments which shall be financed under this Agreement shall be destined for payment of services and not for payment of such taxes, tariffs, or duties. Otherwise, the Government shall reimburse the same under Section 7.03 of this Agreement with funds other than those provided under this Grant.

SECTION 4.05. Utilization of Services. Services financed under the Grant shall be used exclusively for the Program except as A.I.D. may otherwise agree in writing.

SECTION 4.06. Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the services performed hereunder and to this Agreement. Such books and records shall without limitation, be adequate to show:

- (a) the receipt and use made of services financed with funds disbursed pursuant to this Agreement;
- (b) the nature and extent of solicitations of prospective suppliers of services required;
- (c) the basis of the award of contracts and

orders to successful bidders; and

- (d) the progress of the respective services
financed hereunder.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D.

SECTION 4.07. Reports. The Government shall furnish to A.I.D. such information and reports relating to the Grant and to the services financed hereunder as A.I.D. may request in order to verify accomplishment of the Program.

SECTION 4.08. Inspections. The authorized representatives of A.I.D. shall upon application to the Government have the right at all reasonable times to inspect the Government's books, records and other documents relating to the services performed hereunder and the Grant in order to verify accomplishment of the Program. The Government shall cooperate with A.I.D. to facilitate such inspections.

ARTICLE VProcurement

SECTION 5.01. Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Article VI shall be used exclusively to finance the procurement of services having both their source and origin in the United States or in Portugal.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only services which are contracted for and performed after the date of this Agreement will be financed under the Grant.

SECTION 5.03. Reasonable Price. No more than reasonable prices shall be paid for any services financed, in whole or in part, under the Grant.

ARTICLE VIDisbursements

SECTION 6.01. Disbursements - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D. to issue Letters of Commitment for specific amounts to one or more United States banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by

them to consultants through the use of Letters of Credit or otherwise, for costs of services procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a consultant will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Government and may be financed under the Grant.

SECTION 6.02. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means as the Government and A.I.D. may agree in writing. It is agreed that such other means shall include reimbursement to Sociedade Financeira Portuguesa (S.F.P.) for payments made by it pursuant to this Agreement upon presentation of such documentation as agreed between the Government and A.I.D.

SECTION 6.03. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment or other commitment document which may be called for by another form of disbursement under Section 6.02, or amendment thereto shall be issued in response to requests received by A.I.D. after February 28, 1977, and no disbursements shall be made against documentation received by

A.I.D. or any bank described in Section 6.01 or 6.02 after June 30, 1977. A.I.D. at its option, may at any time or times after June 30, 1977, reduce the Grant by all or any part hereof for which documentation has not been received by such date. In case of need Government may request and A.I.D. shall accept that date of June 30, 1977, be changed to June 30, 1978.

ARTICLE VII

Termination and Remedies

SECTION 7.01. Termination. This Agreement and Grant shall enter into force when signed by both parties. Either party may terminate its respective obligations under this Grant by giving notice in writing to the other party not less than 60 days prior to the date specified for termination.

SECTION 7.02. Termination of Disbursement. In the event that at any time:

- (a) Government shall fail to comply with any provision contained herein; or
- (b) An event has occurred which A.I.D. determines to be an extraordinary situation which makes it improbable that the purposes of the Grant will be attained or that the Government will be able to perform its obligations hereunder; or

(c) Any disbursement would be inconsistent with the legislation governing A.I.D.; or

(d) A default shall have occurred under any other agreement between the Government or any of its agencies and the United States or any of its agencies, then A.I.D. may decline (i) to make any further disbursements hereunder; or (ii) decline to make disbursements other than for outstanding commitments.

SECTION 7.03. Refunds. (a) If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of the law governing A.I.D. or that the services financed under this Agreement have not been financed or used in accordance with the terms of the Agreement, the Government shall pay to A.I.D. in U.S. dollars within thirty (30) days after receipt of request, an amount not to exceed the amount of such disbursement. Refunds paid by the Government to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement, and shall not, unless A.I.D. agrees otherwise in writing, be available for reuse under

the Agreement. A.I.D.'s right to require such a refund shall continue for three (3) years following the date of such disbursement, notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement.

(b) In the event that A.I.D. receives a refund from any consultant, supplier, or banking institution, or from any other third party connected with the Grant, with respect to services financed under the Grant, and such refund relates to an unreasonable price for services, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of services procured hereunder to the extent justified, the remainder shall revert to A.I.D. and the amount of the Grant shall be reduced by the amount of such remainder.

SECTION 7.04. Waivers of Default. No delay in exercising or omitting to exercise, any right, power or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power or remedy or any other right, power or remedy hereunder.

SECTION 7.05. Expenses of Collection. All reasonable costs incurred by A.I.D. (other than salaries of its staff)

in connection with the collection of refunds due under this Agreement may be charged to Government and reimbursed as A.I.D. may specify.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, requests, document or other communication given, made or sent by the Government to A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

TO GOVERNMENT:

Mail and Cable Address: Secretaria de Estado do Planeamento Económico,
Ministério das Finanças,
Avenida Infante d. Henrique,
Lisboa, Portugal.

TO AID:

Mail and Cable Address: Counselor for Economic and Commercial Affairs,
Embassy of the United States of America,
Lisbon, Portugal

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of the Secretaria de Estado do Planeamento Económico, and A.I.D. will be represented by the individual holding or acting in the office of the Director, Office of Capital Development, Bureau for Near East and South Asia. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will, with the concurrence of the Government, prescribe the procedures applicable or give notice of approvals required in connection with the implementation of this Agreement.

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

GOVERNMENT OF PORTUGAL

By: José do Silva Lopes

Name: Dr. José do Silva Lopes

Title: Minister of Finance

UNITED STATES OF AMERICA

By: Frank C. Carlucci

Name: Frank C. Carlucci

Title: Ambassador of the United
States of America

IRAN
Military Mission to Iran

*Agreement extending the agreement of October 6, 1947,
as amended and extended.*

Effectuated by exchange of notes

*Dated at Tehran July 16, 1974 and March 16, 1975;
Entered into force March 16, 1975.*

The Iranian Ministry of Foreign Affairs to the American Embassy

اداره حقوقی
۲۰۱۳۷۷۸
۰۵۰۴۰۳۶۷
پرست



وزارت امور خارجه

سازمان

وزارت امور خارجه شاهنشاهی تمارقات خود را بسفارت مالک متحده آمریکا
اظهار و احتراماً "اعلیٰ بیان راشت شماره ۱۰۰۳ مورخ ۱۲ مارس ۱۹۷۳" اشعار
میدارد:

بطوپریکه استخنواردارند — مدت خدمت هیئت مستشاران ارتش آمریکا در ارتش
شاهنشاهی ایران در تاریخ ۲۰ اسفند ۱۳۵۳ (۲۰ مارس ۱۹۷۵) خانمه میابد.
لذا در اجرای ماده ۳ موافقنامه بین دولت شاهنشاهی ایران و دولت
مالک متحده آمریکا مورخ ۲۲/۱۳۶۶ (۱۱ اکتبر ۱۹۷۴) درباره خدمت میسیون
نشامن آمریکا در ایران — بدینوسیله تمایل دولت شاهنشاهی ایران را نسبت به
تمدید این موافقنامه و ادامه خدمت مستشاران نشامن آمریکا در ایران بعدت یک سال
دیگر از اول فروردین ۱۳۵۴ (۲۱ مارس ۱۹۷۵) اعلام میدارد.
موجب امتنان خواهد بود که نظر دولت متبوع آن سفارت در خصوص تهدید خدمت
مستشاران نشامن آمریکا به وزارت امور خارجه اعلام گردد.
موقع را برای تجدید احترامات فاعله منشتم میشمارم.

سفارت مالک متحده آمریکا — تهران

TRANSLATION

Ministry of Foreign Affairs

No. 3863/18

NOTE

Date: 25/4/53
(July 16, 1974)

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to refer to Note No. 1003, dated December 12, 1973: [¹]

As is known, the period of service of the American Army military advisors' group with the Imperial Army of Iran expires on the date 29 Esfand 1353 (March 20, 1975). Therefore, in implementation of Article 35 of the Agreement between the Imperial Government of Iran and the Government of the United States of America dated 13/7/1326 (October 6, 1947) [²] with regard to the service of the American Military Mission in Iran, notice is hereby given of the disposition of the Imperial Government of Iran to extend this Agreement and continue the service of the American military advisors in Iran for a period of another year as of the first day of Farvardin 1354 (March 21, 1975).

It would be appreciated if the opinion of the Embassy's Government with respect to the continuation of the service of the afore-mentioned advisors would be communicated to the Ministry of Foreign Affairs.

The opportunity is taken to renew expressions of the highest consideration.

The Embassy of the United States
of America,
Tehran.

¹ Exchange of notes of Aug. 8 and Dec. 12, 1973. TIAS 7765; 24 UST 2512.

² TIAS 1666, 1924, 2068, 6594, 7576; 61 Stat. 3306; 63 Stat. 2430; 1 UST 415; 19 UST 7511; 24 UST 713.

The American Embassy to the Iranian Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 145

The Embassy of the United States of America presents its compliments to the Imperial Iranian Ministry of Foreign Affairs and has the honor to refer to the Ministry's Note No. 3863/18 of July 16, 1974 announcing the desire of the Imperial Iranian Government to extend the Agreement of October 6, 1947, concerning the United States Military Mission and the services of the American military advisors in Iran, for another year beginning March 21, 1975.

The Embassy has been authorized to inform the Ministry that the United States Government concurs in the extension of the Agreement of October 6, 1947, for the period of one year beginning March 21, 1975.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
TEHRAN, *March 16, 1975*

CHILE
Agricultural Commodities

*Agreement amending the agreement of October 25, 1974,
as amended.*

Effectuated by exchange of notes

Signed at Santiago April 1, 1975;

Entered into force April 1, 1975.

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

EMBASSY OF THE UNITED STATES OF AMERICA
SANTIAGO, CHILE

No. 101

APRIL 1, 1975

EXCELLENCY:

I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 25, 1974, as amended November 22, 1974,[¹] and to propose that the Agreement be further amended as follows:

In Part II, Item I, entitled Commodity Table: (1) under the appropriate columns for Wheat/Wheat Flour delete "187,000" and "\$33.6" and insert "300,000" and "\$51.7", and (2) under Total Export Market Value delete "\$33.6" and insert "\$51.7".

All other terms and conditions of the October 25, 1974, as amended November 22, 1974, Agreement are to remain the same. I propose that this Note and your reply concurring therein will constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

DAVID H. POPPER

His Excellency
Vice Admiral PATRICIO CARVAJAL
Minister of Foreign Relations
Santiago, Chile

¹ TIAS 7993; 25 UST 3395.

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

REPUBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Nº

5586

- 1 ABR. 1975

SEÑOR EMBAJADOR:

Tengo el agrado de acusar recibo de su Nota de esta misma fecha, mediante la cual propone enmendar el Convenio sobre Productos Agrícolas entre nuestros dos Gobiernos, firmado el 25 de octubre de 1974, y en la cual dice lo siguiente:

"Tengo el honor de referirme al Acuerdo sobre Venta de Productos Agrícolas suscrito el 25 de octubre de 1974 por representantes de nuestros dos Gobiernos relativo al Título I de la Ley Pública 480, modificado el 22 de noviembre de 1974, y de proponer que el Acuerdo sea nuevamente modificado como sigue:

En la Parte II, Item I, titulado Lista de Productos: (1) bajo las columnas apropiadas para Trigo/Harina de Trigo suprimir "187.000" y "US\$ 33.6" e insertar "300.000" y "US\$ 51.7", y (2) bajo Valor Total de Mercado de Exportación suprimir US\$ 33.6" e insertar "US\$ 51.7". Todos los demás términos y condiciones del Acuerdo del 25 de octubre de 1974, modificado el 22 de noviembre de 1974, quedarán iguales. Propongo que la presente Nota y la contestación de V.E. manifestando su conformidad constituyan un Acuerdo entre nuestros dos Gobiernos, efectivo desde la fecha de su Nota de respuesta.

Excelentísimo Señor
David Henry Popper
EmbaJador de los Estados Unidos de América
PRESENTE

Sirvase aceptar, Excelencia, las renovadas seguridades de mi más alta consideración".

Mi Gobierno concuerda con el texto transscrito precedentemente, por lo cual la Nota de Vuestra Excelencia y la presente comunicación conforman un acuerdo entre ambas partes.

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

Reverajal

TRANSLATION

REPUBLIC OF CHILE
Ministry of Foreign Relations

No. 5586

April 1, 1975

Mr. Ambassador:

I have the honor to acknowledge receipt of your note of this date which proposes an amendment to the Agricultural Sales Agreement signed by our two Governments on October 25, 1974, and which reads as follows:

[For the English language text, see p. 259.]

My Government accepts the text transcribed above, and, consequently, Your Excellency's note and this reply thereto constitute an agreement between the parties.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

P Carvajal

His Excellency
David Henry Popper,
Ambassador of the United States of America
Santiago.

**UNITED NATIONS CHILDREN'S FUND
Assistance for Children and Mothers**

*Agreements amending the agreement of December 26
and 30, 1974.*

*Signed at New York February 10 and 14, 1975;
Entered into force February 14, 1975.
And signed at New York April 1, 1975;
Entered into force April 1, 1975.*



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

February 10, 1975

Mr. Henry Labouisse
Executive Director
United Nations Children's Fund
United Nations
New York, New York

Grant No. EAB 2-75
Amendment No. 1
PIO/T 6858402

Dear Mr. Labouisse:

The Agency for International Development would like, as a further expression of its support of UNICEF's program in South Vietnam, Laos and Cambodia, to increase its grant to UNICEF and extend the expenditures or firm commitments period provided for in that grant, dated December 26, 1974. [1] Subject to your acceptance, we would like to change the terms of the grant as follows:

In the second sentence of numbered paragraph 1, the phrase "The sum of five hundred thousand United States dollars (Dols. 500,000)" is hereby amended to read: "The sum of one million, five hundred thousand United States dollars (Dols. 1,500,000)."

The second sentence of numbered paragraph 3, is hereby amended to read: "All expenditures or other firm commitments by UNICEF of these funds shall be made no later than 31 December 1975, or such later date as A.I.D. may agree to in writing."

The fourth sentence of numbered paragraph 3, is hereby amended to read: "A statement of account will be submitted, within six weeks of the dates indicated hereafter, by UNICEF to A.I.D. as of 30 June 1975, and as of 31 December 1975, showing funds received, expenditures and firm commitments, as well as any balance on hand."

¹ TIAS 7970; 25 UST 3087.

Feb. 10 and 14, 1975
Apr. 1, 1975

In subparagraph A) of numbered paragraph 5, the phrase "For the total amount of five hundred thousand dollars (Dols. 500,000)" is hereby amended to read: "For the total amount of one million, five hundred thousand dollars (Dols. 1,500,000)."

Please indicate your acceptance of this amendment to the grant by signing the original and a copy of this letter in the space provided and returning the original to us. The copy is provided for your files.

The United States of America

By John Scali

[¹]

Title: 45 Ambassador

The United Nations Children's Fund

By: Henry R. Labouisse [²]

TITLE: Executive Director

February 14, 1975

¹ John Scali

² Henry R. Labouisse



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

April 1, 1975

Mr. Henry Labouisse
Executive Director
United Nations Children's Fund
United Nations
New York, New York

Grant No. EAB 2-75
Amendment No. 2
PIO/T 6858402

Dear Mr. Labouisse:

The Agency for International Development would like, as a further expression of its support of UNICEF's program in South Vietnam, Laos and Cambodia, to increase its grant to UNICEF, dated December 26, 1974 as amended on February 10, 1975. Subject to your acceptance, we would like to change the terms of the grant as follows:

In the second sentence of numbered paragraph 1, the phrase "the sum of one million, five hundred thousand United States dollars (dols. 1,500,000)" is hereby amended to read: "the sum of three million United States dollars (dols. 3,000,000)".

Please indicate your acceptance of this amendment to the grant by signing the original and a copy of this letter in the space provided and returning the original to us. The copy is provided for your files.

The United States of America

By: J. S. Clark

Title: Ambassador of the U.S.

The United Nations Children's Fund

By: Henry D. Labouisse

Title: Executive Director

**INTERNATIONAL COMMITTEE OF THE
RED CROSS**

**Refugee Relief in the Republic of Viet-Nam,
Laos and the Khmer Republic**

*Agreement signed at Washington and Geneva February 20
and March 16 and 17, 1975;
Entered into force March 17, 1975.*

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

FEB 20 1975

Mr. Roger Gallopin
President of the Executive Council
The International Committee of the Red Cross
7 Avenue de la Paix
CH-1211
Geneva, Switzerland

Subject: Grant No. AID/FA-G-1066
PIO/T 498-245-3-6858401
Allotment Symbol: 530-68-498-00-69-51

Dear Mr. Gallopin,

Pursuant to the authority contained in the Foreign Assistance Act of 1961 as amended, [1] the Agency for International Development (hereinafter referred to as "A.I.D." or "Grantor") hereby grants to the International Committee of the Red Cross (hereinafter referred to as "ICRC" or "Grantee") the sum of one million dollars (\$1,000,000.00) in support of the Grantee's programs in the Republic of Vietnam, Laos and Khmer Republic as more fully described in Attachment "A" to this Grant entitled, "Purpose and Implementation of Grant".

This Grant is effective as of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period November 1, 1974 through July 31, 1975.

The Grant is made to the International Committee of the Red Cross, on condition that the funds will be administered essentially as described in your proposal and in accordance with the terms and conditions as set forth in Attachments A entitled "Purpose and Implementation of Grant", Attachment B entitled "Standard Provisions", and Attachment C entitled "Payment Provisions" all of which have been agreed to by your organizations.

¹ 22 U.S.C. § 2151 note.

Please sign the original and seven (7) copies of this letter to acknowledge your acceptance of the conditions under which these funds have been granted. Please return the original and (6) copies of this Grant to the Office of Contract Management.

Sincerely yours,

A. Bjorlykke
Grant Officer
Regional Operations Division - EA
Office of Contract Management

Attachments:

- A. Purpose and Implementation of Grant
- B. Terms and Conditions
- C. Advance Payment Provisions

ACCEPTED:

THE INTERNATIONAL COMMITTEE OF THE RED CROSS

BY: (S-P. Houcke) ? ? E. Regenass
TITLE: Director Dpt of Operations Director Dpt of Finance
DATE: 16.3.1975 17.3.1975

Attachment "A"
AID/ea-G-1066
(Regional)

Purpose and Implementation of Grant

A. Purpose

The purpose of this Grant is to provide support for the Grantee's programs in Laos, Khmer Republic and Republic of Vietnam. The ICRC is providing emergency relief and assistance through the Indochina Operational Group (hereinafter referred to as IOG) and has participated in establishing the international assistance of the Red Cross for Indochina fund to help assuage the needs of refugees, displaced persons and war victims in the Republic of Vietnam, Laos and the Khmer Republic.

B. Planned Activities

The activities of the Grantee shall include the provision of emergency relief and assistance to refugees, displaced persons and war victims. The Grantee will provide food, clothing, shelter, medical care and such other assistance as deemed appropriate and which would serve to achieve the above purposes.

C. Implementation

The Grantee will undertake to carry out the following types of activities:

1. In South Vietnam (RVN)

In cooperation with the Red Cross of the Republic of Vietnam it is to purchase and distribute relief supplies to refugees, displaced persons and other war victims and improve water supplies and sanitary conditions in selected sites.

2. In South Vietnam (Other areas)

Purchase and distribute medical and other relief supplies.

3. In Laos

- a. Purchase and distribute relief supplies; and
- b. Assist the Lao Red Cross Society in recruitment and training activities.

4. In Cambodia

- a. Field and maintain medical/surgical teams;

- b. Purchase and distribute relief supplies and emergency shelter materials, and
- c. Improve water supplies and sanitary conditions in refugee sites.

The above list of activities is not intended to be restrictive but it is instead illustrative of the nature and scope of the programmes of relief conducted by the Grantee.

D. Term of Grant

The effective date of this Grant is November 1, 1974, and it shall continue in effect until July 31, 1975.

E. Obligated and Utilization of Funds

1. The total amount of financial assistance provided hereunder is \$1,000,000 and AID's obligation shall not exceed said amount without the written approval of the Grant Officer. The grant funds will be expended for the programs set forth in "B" above.

2. The Grantee shall utilize the funds provided hereby to establish, maintain and operate those activities determined to be of maximum benefit to the recipient refugees, displaced persons and war victims only in those areas designated above.

3. The Grantee agrees that the Indochina Operational Group of the Red Cross will serve as the channel for utilizing funds provided by this Grant and that utilization of other channels will require prior A.I.D. approval in writing.

4. None of the funds made available by this Grant shall be used to replace assistance currently being made available by the ICRC or the IOG.

F. Reports

The Grantee will prepare and submit English Language copies of a trimester narrative report describing how the program was conducted during the preceding three months to AID/W.

The Grantee will also prepare and submit to AID/W a trimester financial report reflecting the cumulative donations received to date by source and the cumulative expenditures to date by country program and to undistributed, holding or overhead accounts.

The first of each of these reports will be mailed to arrive in AID/W no later than February 28, 1975.

Attachment "B"
Grant No. AID/ea-G-1066
(Regional)

Terms and Conditions

Index

ARTICLE I	DEFINITIONS
ARTICLE II	ALLOWABLE COSTS
ARTICLE III	EXAMINATION OF RECORDS
ARTICLE IV	REFUNDS
ARTICLE V	TERMINATION
ARTICLE VI	OFFICIALS NOT TO BENEFIT
ARTICLE VII	AMENDMENT
ARTICLE VIII	GRANT AGREEMENT
ARTICLE IX	NOTICES
ARTICLE X	PROCUREMENT OF EQUIPMENT, VEHICLES, SUPPLIES, MATERIALS AND SERVICES
ARTICLE XI	SALARIES
ARTICLE XII	INTERNATIONAL TRAVEL AND ALLOWANCES
ARTICLE XIII	TITLE TO AND USE OF PROPERTY

I. Definitions - These definitions are applicable throughout this Grant.

A. "Grantor" shall mean the Agency for International Development, an agency of the Government of the United States of America.

B. "Grantee" shall mean International Committee of the Red Cross.

C. "Grant Officer" shall mean the person executing this Grant on behalf of the United States Government, and any other government employee who is a properly designated Grant Officer; and the term includes, except as otherwise provided in this Grant, the authorized representative of a Grant Officer acting within the limits of his authority.

D. "Project Manager" shall mean the person in the A.I.D. Scientific/Technical Office who has primary program responsibility for the Grant.

E. "Local currency" shall mean the currency of the country in which activities under this Grant take place.

F. "A.I.D." shall mean the Agency for International Development.

G. "Administrator" shall mean the Administrator or Deputy Administrator of the Agency for International Development.

H. "Government" shall mean the Government of the United States.

I. "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the country in which a project takes place.

II. Allowable Costs

Only those costs shall be attributed to this Grant, which are reasonable, allocable and allowable in accordance with the terms of this Grant.

III. Examination of Records

A. The Grantee shall maintain books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred.

B. Financial records, covering all phases of the Grantee's program, including documentation to support entries on the account records and to substantiate expenditures shall be maintained in accordance with accounting principles generally accepted, and consistently applied. All such financial records shall be maintained for at least three years after final disbursement of funds under this Grant. After completion of the Grant term as set forth in paragraph D of Attachment A the Grantee shall have an independent certified public accountant conduct an audit of the Grantee's books and records to determine whether the Grantee organization has expended all of the funds in accordance with the terms and conditions of this Grant. The Grantee also agrees to make available any further information requested by AID with respect to any questions arising as a result of the audit.

IV. Refunds

A. If use of the Grant funds results in accrual of interest to the Grantee or to any other person to whom grantee makes such funds available in carrying out the purposes of this Grant, the Grantee shall refund to AID an amount equivalent to the amount of interest accrued.

B. Funds obligated hereunder but not disbursed to the Grantee at the time the Grant expires or is terminated, shall revert to AID except for funds encumbered by the Grantee by a legally binding transaction applicable to this Grant. Any funds disbursed to but not expended by the Grantee and in the custody of the Grantee at the time of expiration or termination of the Grant shall be refunded to AID.

C. If, at the end of the period supported by this Grant, and the end of each subsequent period if the Grant is extended, AID determines that the Grantee has not expended an amount equal to the amount provided and received under this Grant during such period for costs properly attributable to this Grant in accordance with its terms and conditions, then the Grantee will refund to AID the difference between such amount of funds provided and received and such amount expended for costs properly attributable to this Grant.

V. Termination

This grant may be terminated in whole or from time to time in part, by the Grant Officer upon written notice to the Grantee.

VI. Officials Not To Benefit

No member of or delegate to the U.S. Congress or U.S. resident commissioner shall be admitted to any share or part of this Grant or to any benefit that may arise therefrom.

VII. Amendment

The Grant Agreement may be amended by formal modifications to the basic grant document or by means of a exchange of letters between the AID Grant Officer and an appropriate official of the Grantee.

VIII. Grant Agreement

The letter to the Grantee signed by the Grant Officer, the Purpose and Implementation of Grant, the Standard Provisions, and the Payment Provisions, all of which have been reviewed and agreed to by the Grantee, constitute the Grant Agreement.

IX. Notices

Any notice given by any of the parties hereunder, shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, registered or regular mail as follows:

TO THE: AID Grant Officer, CM/ROD/EA
Department of State
Agency for International Development
Washington, D.C. 20523

TO GRANTEE: At Grantee's address shown in this Grant, or to such other address as either or such parties shall designate by notice given as herein required. Notices hereunder, shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

X. Procurement of Equipment, Vehicles, Supplies, Materials and Services

Procurement of all equipment, vehicle, supplies, materials and services, the costs of which will be attributed to this Grant, shall be in accordance with the Grantee's procurement system, as reviewed and approved by the Grant Officer.

XI. Salaries

All salaries, wages, fees, and stipends, the costs of which will be attributed to this Grant, shall be in accordance with the Grantee's usual policy and practice as reviewed and approved by the Grant Officer.

XII. International Travel and Allowances

International travel and allowances, the costs of which are to be attributed to this Grant, shall be in accordance with the policy and practice of the Grantee, as reviewed and approved by the Grant Officer.

XIII. Title To and Use of Property

Title to all property purchased with funds to be attributed to this Grant shall vest in the Grantee. The Grantee agrees to use and maintain the property for the purpose of the Grant.

Attachment C
Grant No. AID/ea-G-1066 (Regional)

Payment Provisions

Federal Reserve Letter of Credit for Advance Payment

(1) AID shall open a Federal Reserve Letter of Credit in the amount of this grant, against which the Grantee may present payment vouchers. The amount of the payment vouchers shall not be less than \$10,000 nor more than \$250,000 nor may the amount drawn down, including unexpended amounts previously drawn down, exceed by more than \$10,000, that anticipated amount of expenditures for the following thirty (30) days.

(2) In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

(3) If at any time, the Grant Officer determines that the Grantee has presented payment vouchers in excess of the amount or amounts allowable in (1) and (2) above, the Grant Officer may: (a) cause the Federal Reserve Letter of Credit to be suspended or revoked; or (b) direct the Grantee to withhold submission of payment vouchers until such time as, in the judgement of the Grant Officer, an appropriate level of actual, necessary and allowable expenditures has occurred or will occur under this Grant, and/or (c) request the Grantee to repay to AID the amount of such excess. Upon receipt of the Grant Officer's request for repayment of excess advance payments, the Grantee shall promptly contact the Grant Officer to make suitable arrangements for the repayment of such excess funds.

(4) Procedure for Grantee

(a) After arranging with a commercial bank of its choice for operation under this Letter of Credit and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver, to the Grant Officer, three (3) originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the Federal Reserve Letter of Credit and by an official of the Grantee who has authorized them to sign.

(b) The Grantee shall subsequently receive one certified copy of the Federal Reserve Letter of Credit.

(c) The Grantee shall confirm with his commercial bank that the Federal Reserve Letter has been opened and is available if funds are needed.

(d) To receive payment, the Grantee shall:

1 Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three (3) copies.

2 Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

3 Present the original, duplicate and triplicate copy of the Form TUS 5401 to his commercial bank.

4 Retain the quadruplicate copy of the voucher.

(e) After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

(f) In preparing the payment voucher, the Grantee assigns a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit.

(g) Once a month, within 15 days after the close of the month, the Grantee will submit to the Office of Financial Management a status report on the Federal Reserve Letter of Credit. The report is prepared on the following format:

Federal Reserve Letter of Credit No. _____

1. Total Amount of Federal Reserve Letter of Credit	\$ _____
2. Payment Vouchers presented against Federal Reserve Letter of Credit	\$ _____
a. Previously drawn	\$ _____
b. Drawn this period, TUS 5401 Nos. _____ through _____, inclusive	\$ _____
c. Total drawn	\$ _____
3. Vouchers submitted not paid TUS 5401 # _____ through _____	\$ _____
4. Status of Cash Drawn from FRIC	\$ _____
Cash on hand beginning of period	\$ _____
Cash drawn during period	\$ _____
Total Available Cash	\$ _____

Cash disbursed during period (Advances to subgrantees (if any) not accounted or expended)	\$ _____
Cash balance on hand at close of period	\$ _____

The status of cash report above will show cash and expenditures from all Grantee income sources combined. It will be assumed that combined fund expenditures exceed the AID grant funds by the ratio of non-AID funds to AID funds.

(5) Refund of Excess Funds

(a) If all costs have been settled under the Grant and the Grantee fails to comply with the Grant Officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts held with the Grantee, to withhold payment of Federal Reserve Letter or other advances and/or withhold reimbursement due the Grantee in the amount of excess being held by the Grantee.

(b) If the Grantee is still holding excess Federal Reserve Letter of Credit funds on a grant, contract or similar instrument under which the work had been completed or terminated but all costs have not been settled, the Grantee agrees to:

1 Provide within 30 days after requested to do so by the Grant Officer, a breakdown of the dollar amounts which have not been settled between the Government and the Grantee. (The Grant Officer will assume no costs are in dispute if the Grantee fails to reply within 30 days).

2 Upon written request of the Grant Officer, return to the Government the sum of dollars, if any, which represents the difference between (a) the Grantee's maximum position on claimed costs which have not been reimbursed and (b) the total amount of unexpended funds which have been advanced under the Grant; and

3 If the Grantee fails to comply with the Grant Officer's request for repayment of excess Federal Reserve Letter of Credit funds, the Government shall have the right, on other contracts, grants or similar agreements held with the Grantee, to withhold payment of Federal Reserve Letter of Credit or other advances and/or withhold reimbursements due to the Grantee in the amount of the excess being held by the Grantee.

REPUBLIC OF CHINA
Trade in Cotton, Wool and Man-Made
Fiber Textiles

*Agreement effected by exchange of notes
Signed at Washington May 21, 1975;
Entered into force May 21, 1975;
Effective January 1, 1975,*

*The Secretary of State to the Chinese Ambassador*DEPARTMENT OF STATE
WASHINGTON

May 21, 1975

Excellency:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973,[¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles and textile products from the Republic of China to the United States. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and apparel products between the Republic of China and the United States, to replace and supersede, effective January 1, 1975, the existing Cotton Textile[²] and Wool and Man-Made Fiber Textile Agreements of December 30, 1971, as amended.[³]

1. The term of this Agreement shall be from January 1, 1975 through December 31, 1977. During such term, the Government of the Republic of China will limit annual exports of cotton, wool and man-made fiber textiles and textile products from the Republic of China to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

His Excellency

James C. H. Shen,

Ambassador of Republic of China.

¹ TIAS 7840; 25 UST 1001.² TIAS 7249, 7468, 7590; 22 UST 2084; 23 UST 2807; 24 UST 863.³ TIAS 7498, 7591; 23 UST 3197, 3205, 3207; 24 UST 866.

2. For the first agreement year, constituting the twelve-month period beginning January 1, 1975, the aggregate limit will be 812,992,510 square yards equivalent. For the second agreement year, constituting the twelve-month period beginning January 1, 1976, the aggregate limit will be 714,301,022 square yards equivalent.

3. Within the applicable annual aggregate limits, the following group limits shall apply:

	<u>Square Yards Equivalent</u>
<u>Group I</u> - Yarn, Fabric and Made-up and miscellaneous goods of cotton and/or man-made fiber (Categories 1-38, 64, 200-213 and 241-243):	
First Agreement Year	166,658,314
Second Agreement Year	156,056,744
<u>Group II</u> - Apparel of Cotton and/or man-made fiber (Categories 39-63 and 214-240):	
First Agreement Year	640,217,999
Second Agreement Year	553,292,094
<u>Group III</u> - Wool Textile products (Categories 101-132):	
First Agreement Year	6,116,197
Second Agreement Year	4,952,184

4. Within the applicable aggregate and group limits the following specific limits shall apply:

<u>Group I</u>	<u>Limit</u> (Square Yards Equivalent)	
	<u>1st Agreement Year</u>	<u>2nd Agreement Year</u>
Categories 9/10	34,383,203	36,532,153
Categories 18/19	1,860,203	1,976,466
Categories 22/23	3,689,469	3,920,061
Category 213	74,596,881	63,407,348
<u>Group II</u>		
Categories 43/62, shirts		
and blouses	820,538	871,822
Categories 45/46/47	12,415,516	13,191,486
Category 45 (Sub-ceiling)	(700,000)	(743,750)
Category 48	1,100,000	1,168,750
Category 49	1,137,500	1,208,594
Categories 50/51	11,229,533	11,931,379
Category 50 (Sub-ceiling)	(5,385,266)	(5,721,844)
Category 51 (Sub-ceiling)	(8,651,673)	(9,192,403)
Category 60	2,078,400	2,208,300
Category 219	116,371,118	98,915,451
Category 221	164,113,141	139,496,171
Category 222	74,596,884	63,407,352
Category 224	83,750,000	71,187,500
224 - Men's & boys' suits		
(Sub-ceiling)	(1,950,000)	(1,657,500)
224 - Men's & boys' coats		
(Sub-ceiling)	(5,850,000)	(4,972,500)
Categories 234/235	77,580,761	65,943,646

5. Exports of wool and man-made fiber textiles from the Republic of China to the United States chargeable to the agreement year beginning October 1, 1974 of the Agreement of December 30, 1971, shall be charged to the appropriate limits for the Agreement year beginning January 1, 1975.

6. Within the aggregate limit, as it may be adjusted under paragraph 7, export limits in each group may be exceeded in any agreement year by the percentage of such group limit indicated as follows: Group I, 15 percent; Group II, 7 percent; Group III, 1 percent. Within the aggregate and applicable group limits as adjusted pursuant to this paragraph, and paragraph 7, exports in categories with specific limits may exceed such limits by the following percentages: Categories in Group I, 10 percent; categories in Group II, 7 percent; categories in Group III, in the event specific limits shall be established in that group 5 percent. The above percentage figures shall be calculated without regard to the adjustments provided for under paragraph 8 or this paragraph.

7. For the third agreement year the aggregate limit shall be increased by 6.25 percent. Within that limit, the limit for Group III shall be increased by 1 percent. Within the aggregate and applicable group limits, all specific limits shall be increased by 6.25 percent annually except those limits in Group III which shall be increased by 1 percent.

The amounts resulting from the application of a 6.25 percent growth to the aggregate limit and a 1 percent rate of growth to the limits for Group III shall be divided pro rata among Groups I and II.

8.(a) For the first and succeeding agreement years, exports may exceed by a maximum of 11 percent the aggregate limit and any specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

(i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits, but for the first agreement year only shall be limited to 5 percent.

(ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits.

(iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For purposes of this Agreement, a shortfall occurs when exports from the Republic of China to the United States during an agreement year are below the aggregate limits in this Agreement or the limits in force for the period ending September 30, 1974 for wool and man-made fiber textiles, and the period ending December 31, 1974 for cotton textiles, as provided in the Agreements of December 30, 1971. In the agreement year following the shortfall, exports from the Republic of China to the United States may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of sub-paragraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and

(ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and

(iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.

(c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 6 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 6 to the limits for any year.

9.(a) Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Government of the Republic of China wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of the Republic of China shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the

Republic of China shall limit exports to the United States in the category in question to the consultation level. For the first agreement year, the minimum consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in cotton non-apparel categories 1-38 and 64; 700,000 square yards equivalent in cotton apparel categories 39-63; 1,250,000 square yards equivalent in man-made fiber non-apparel categories 200-213 and 241-243; 875,000 square yards equivalent in man-made fiber apparel categories 214-240; and 125,000 square yards equivalent in wool categories 101-132. For the second and succeeding agreement years, these consultation levels shall be 1,000,000 square yards equivalent for non-apparel categories, 700,000 square yards equivalent for apparel categories and 100,000 square yards equivalent for wool categories.

(b) Consultation levels higher than the foregoing amounts for the first agreement year are set forth in Annex B. For the second and third agreement years, the following procedures shall apply with respect to exports during each of those agreement years in each category not subject to a specific limit:

(i) By November 15 immediately preceding the applicable agreement year the Government of the Republic of China shall notify the Government of the United States of America of anticipated exports in each such category during that agreement year. Following receipt of such notice, the Government of the United States of America shall have 30 days in which to request consultations with respect to any category.

(ii) When the Government of the United States of America requests consultations, the Government of the Republic of China shall meet promptly with the Government of the United States of America to work out a mutually satisfactory solution to such problems as may exist with respect to the anticipated exports referred to under (a) of this paragraph. The consultations shall be concluded within 30 days, unless the two Governments agree otherwise. In the event that such consultations do not result in a mutually acceptable solution, the Government of the Republic of China shall limit its exports in any category in question during the agreement year in question to the level requested by the Government of the United States of America at the conclusion of such consultations.

(iii) If no consultations are requested by the Government of the United States of America, the Government of the Republic of China shall not permit exports to exceed the level stated by the Government of the Republic of China under (a) of this paragraph without the specific concurrence of the Government of the United States of America to such additional exports. The Government of the Republic of China may request such concurrence at any time it believes appropriate. The Government of the United States of America shall give due consideration to such request and shall respond within 21 days of receipt of such request.

10. Overshipments in Categories 219, 224, 229, 240, 242, 121, 122, 125, and 103 from the Republic of China received by the United States during the period October 1, 1971 to September 30, 1972, for which partial compensation has already been received, shall be further compensated for as set forth below:

In the agreement year beginning January 1, 1975, shipments in Category 219 shall be reduced by 1.5 million square yards and in Category 224 by 2.0 million square yards. For the agreement year beginning January 1, 1976, shipments in Category 219 shall be reduced by 1.5 million square yards.

11. The Government of the Republic of China will use its best efforts to space exports to the United States of America within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

12. The Government of the United States of America shall promptly supply the Government of the Republic of China with data on monthly imports of cotton, man-made fiber and wool textiles from the Republic of China; and the Government of the Republic of China shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from the Republic of China to the United States of America. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

13. (a) In implementing this Agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex A hereto shall apply.

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

(c) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

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

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

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

14.(a) The limitations in this Agreement shall not apply to handloom fabrics of the cottage industry of the Republic of China, or to folklore handicraft textile products traditional to the Republic of China, provided that such products are properly certified under arrangements between the two governments.

(b) All items previously agreed upon as being exempt from the Cotton Textile and the Wool and Man-Made Fiber Textile Agreements of December 30, 1971, shall be exempt from the provisions of this Agreement, and the certification procedures provided therefore shall be continued for the duration of this Agreement.

15. If the Government of the Republic of China considers that the Republic of China is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of China may request consultations with the Government of the United States with a view to taking appropriate remedial action. The United States will consult with the Government of the Republic of China in the event of such a request.

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

17. The Government of the Republic of China and the Government of the United States of America agree to consult on any question arising in the implementation of this Agreement.

18. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles from the Republic of China to the United States.

19.(a) The Government of the Republic of China shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of the Republic of China in implementing the limitation provisions of this Agreement by controlling imports of textile products covered by the Agreement.

(b) The visa system previously agreed upon for certifying shipments under the Cotton Textile and Wool and Man-Made Fiber Textile Agreements of December 30, 1971, shall be continued for the duration of this Agreement.

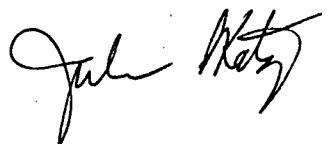
20. The Government of the Republic of China and the Government of the United States of America may at any time propose revisions in the terms of this Agreement. Each Government agrees to consult promptly with the other Government about such proposal with a view to making such revisions to the present Agreement, or taking such other appropriate action, as may be mutually agreed upon.

21. Either Government may terminate this Agreement effective at the beginning of a new agreement year by written notice to the other Government to be given at least ninety days prior to the beginning of such new agreement year.

If this proposal is acceptable to the Government of the Republic of China, this note and your note of confirmation on behalf of the Government of the Republic of China shall constitute an Agreement between the Government of the Republic of China and the Government of the United States of America.

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

For the Secretary of State:

 [¹]

¹ Julius L. Katz

ANNEX ACATEGORIES OF COTTON TEXTILE PRODUCTS

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	Lb.	4.6
2	Cotton Yarn, carded, plied	Lb.	4.6
3	Cotton Yarn, combed, singles	Lb.	4.6
4	Cotton Yarn, combed, plied	Lb.	4.6
5	Gingham, carded	Syd.	Not required
6	Gingham, combed	Syd.	Not required
7	Velveteen	Syd.	Not required
8	Corduroy	Syd.	Not required
9	Sheeting, carded	Syd.	Not required
10	Sheeting, combed	Syd.	Not required
11	Lawns, carded	Syd.	Not required
12	Lawns, combed	Syd.	Not required
13	Voile, carded	Syd.	Not required
14	Voile, combed	Syd.	Not required
15	Poplin and Broadcloth, carded	Syd.	Not required
16	Poplin and Broadcloth, combed	Syd.	Not required
17	Typewriter ribbon cloth	Syd.	Not required
18	Print cloth, shirting type, .80x80 type carded	Syd.	Not required
19	Print cloth, shirting type, other than .80x80 type, carded	Syd.	Not required
20	Shirting, Jacquard or dobby, carded	Syd.	Not required
21	Shirting, Jacquard or dobby, combed	Syd.	Not required
22	Twill and sateen, carded	Syd.	Not required
23	Twill and sateen, combed	Syd.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	Not required
26	Woven fabric, n.e.s., other, carded	Syd.	Not required
27	Woven fabric, n.e.s., other, combed	Syd.	Not required
28	Pillowcases, not ornamented, carded	Nos.	1.084
29	Pillowcases, not ornamented, combed	Nos.	1.084
30	Towels, dish	Nos.	.348
31	Towels, other	Nos.	.348
32	Handkerchiefs, whether or not in the piece	Doz.	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	Nos.	6.2
35	Sheets, combed	Nos.	6.2
36	Bedspreads and quilts	Nos.	6.9
37	Braided and woven elastic	Lb.	4.6
38	Fishing nets and fish netting	Lb.	4.6
39	Gloves and Mittens	Doz. prs.	3.527
40	Hose and Half hose	Doz. prs.	4.6
41	T-shirts, all white, knit, men's & boys'	Doz.	7.234
42	T-shirts, other knit	Doz.	7.234

CATEGORIES OF COTTON TEXTILE PRODUCTS

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7.234
44	Sweaters and cardigans	Doz.	36.8
45	Shirts, dress, not knit, men's & boys'	Doz.	22.186
46	Shirts, sport, not knit, men's & boys'	Doz.	24.457
47	Shirts, work, not knit, men's & boys'	Doz.	22.186
48	Raincoats, 3/4 length or longer, not knit	Doz.	50.0
49	Coats, other, not knit	Doz.	32.5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Doz.	17.797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Doz.	17.797
52	Blouses, not knit	Doz.	14.53
53	Dresses (including uniforms) not knit	Doz.	45.3
54	Playuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Doz.	51.0
56	Undershirts, knit, men's and boys'	Doz.	9.2
57	Briefs and Undershorts, men's & boys'	Doz.	11.25
58	Drawers, shorts & briefs, knit, n.e.s.	Doz.	5.0
59	All other underwear, not knit	Doz.	16.0
60	Pajamas and other nightwear	Doz.	51.96
61	Brassieres and other body supporting garments	Doz.	4.75
62	Wearing apparel, knit, n.e.s.	Lb.	4.6
63	Wearing apparel, not knit, n.e.s.	Lb.	4.6
64	All other cotton textiles	Lb.	4.6

CATEGORIES OF WOOL TEXTILE PRODUCTS

<u>Category Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Conversion</u>
101	Wool tops and wool advanced	Lb.	1.95
102	Yarns of Angora Rabbit Hair	Lb.	1.95
103	Other Yarns of Wool and hair	Lb.	1.95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1.00
105	Billiard cloth	Syd.	1.0
106	Blankets	Lb.	1.295
107	Carriage and auto robes, etc., n.e.s.	Lb.	1.295
108	Tapestries and upholstery fabrics	Syd.	1.0
109	Pile and tufted fabrics	Syd.	1.0
110	Knit fabrics in the piece	Lb.	1.95
111	Hosiery	Doz. Pr.	2.7814
112	Gloves and mittens	Doz. Pr.	2.093
113	Underwear, knit	Lb.	1.95
114	Other infants articles, knit not ornamented	Lb.	1.95
115	Knit hats and similar items	Lb.	1.95
116	Knit wearing apparel, n.e.s., valued over \$5 per pound	Lb.	1.95
117	Knit wearing apparel, n.e.s., valued not over \$5 per pound	Lb.	1.95
118	Hats, caps, not blocked	Lb.	1.95
119	Hats, caps, blocked, finished	Lb.	1.95
120	Men's and boys' suits	No.	4.5
121	Men's and boys' outer coats	No.	4.5
122	Women's misses', and children's coats and suits	No.	4.75
123	Women's misses', children's separate skirts	No.	1.5
124	Tróusers, slacks and shorts	No.	1.5
125	Articles of wearing apparel, n.e.s.	Lb.	2.0
126	Lace and net article including veiling	Lb.	1.95
128	Miscellaneous wool manufactures	Lb.	1.95
131	Braided floor coverings	Sft.	.11
132	Wool floor coverings, n.e.s.	Sft.	.11

CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS

<u>Category</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Conversion</u>
200	Textured yarns	Lb.	3.51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5.19
202	Yarn wholly of continuous filament, other	Lb.	11.6
203	Yarn wholly of non-continuous filament, cellulosic	Lb.	3.4
204	Yarn wholly of non-continuous filament, other	Lb.	4.12
205	Yarns, other	Lb.	3.51
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1.0
207	Woven fabrics, cellulosic, wholly of non-continuous fibers	Syd.	1.0
208	Woven fabrics, other, wholly of continuous man-made fiber	Syd.	1.0
209	Woven fabrics, other, wholly of non-continuous fibers	Syd.	1.0
210	Woven fabrics, other, of man-made fibers (including fabric containing more than 17% by weight of wool; glass fabrics and mixed yarn fabrics)	Syd.	1.0
211	Knit fabrics	Lb.	7.8
212	Pile and tufted fabrics	Syd.	1.0
213	Specialty fabrics	Lb.	7.8
214	Gloves and mittens, knit, whether or not ornamented	Doz. Pr.	3.53
215	Hosiery	Doz. Pr.	4.6
216	Dresses, knit	Doz.	45.3
217	Pajamas and other nightwear, knit	Doz.	51.96
218	T-shirts, knit	Doz.	7.24
219	Shirts, other (including blouses), knit	Doz.	18.36
220	Skirts, knit	Doz.	17.8
221	Sweaters and cardigans, knit	Doz.	36.8
222	Trousers, slacks and shorts, knit	Doz.	17.8
223	Underwear, knit	Doz.	16.0
224-pt	Suits, knit, men's and boys'	Lbs.	7.8
224-pt	Coats, knit, men's and boys'	Lbs.	7.8
224-pt	Other wearing apparel, knit, whether or not ornamented	Lb.	7.8
225	Body supporting garments	Doz.	4.75
226	Handkerchiefs	Doz.	1.66
227	Mufflers, scarves and shawls, not knit	Lb.	7.8
228	Blouses, not knit	Doz.	14.53
229	Coats, not knit	Doz.	41.25
230	Dresses, not knit	Doz.	45.3
231	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51.0

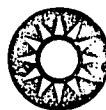
CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS

<u>Category</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Conversion</u>
232	Pajamas and other nightwear; not knit	Doz.	51.96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21.3
234	Dress shirts, not knit	Doz.	22.19
235	Shirts, other, not knit	Doz.	24.46
236	Skirts, not knit	Doz.	17.8
237	Suits, not knit	No.	4.5
238	Trousers, slacks and shorts, not knit	Doz.	17.8
239	Underwear, not knit	Doz.	16.0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7.8
241	Floor coverings	Sft.	0.11
242	Other furnishings	Lb.	7.8
243	Man-Made fiber manufactures, n.e.s.	Lb.	7.8

ANNEX BFIRST YEAR CONSULTATION LEVELS IN EXCESS OF MINIMUMS

<u>Category</u>	<u>Consultation Level (Square Yards Equivalent)</u>
5/6 Ginghams	2,923,696
15/16 Poplin & Broadcloth	2,000,000
24/25 Yarn-dyed fabrics	3,599,493
26/27 Other fabrics, n.e.s.	12,000,000
28/29 Pillowcases	2,500,000
30 Dish Towels	1,035,760
34/35 Sheets	2,076,981
39 Gloves	1,269,720
41/42 T-shirts	1,250,000
44 Sweaters & cardigans	1,095,315
52 Blouses	3,603,832
53 Dresses	1,150,000
54 Playsuits	1,400,000
57 Briefs, men's & boys'	2,232,248
59 All other underwear, not knit	793,665
63 Other apparel, not knit	3,000,000
64 Other cotton textiles	1,562,565
103 Wool yarns, other	312,500
104 Woven fabrics, etc., wool	1,000,000
116 Knit apparel not over \$5	2,060,602
117 Knit apparel over \$5	1,287,876
121 Coats, men's & boys'	2,000,000
122 Coats & suits, women's, misses' and children's	650,000
124 Trousers, etc.	337,500
125 Wool apparel, n.e.s.	2,187,500
200 Textured Yarns	30,000,000
205 Yarns, other	1,875,000
206 Fabrics, cellulosic, continuous	2,738,750
207 Fabrics, cellulosic, non-continuous	2,218,750
208 Fabrics, continuous, other	2,500,000
209 Fabrics, non-continuous, other	2,250,000
210 Fabrics, other including glass	2,500,000
211 Knit fabrics	15,000,000
214 Gloves & mittens	7,812,500
215 Hosiery	4,720,000
216 Dresses, knit	37,298,435
217 Pajamas	4,375,000
218 T-shirts	1,250,000
220 Skirts	1,625,000
223 Underwear, Knit	2,250,000
227 Mufflers, etc.	1,000,000
228 Blouses	8,750,000
229 Coats	20,000,000
230 Dresses	3,125,000
231 Dressing Gowns	4,375,000
232 Pajamas	37,298,447
233 Playsuits, etc.	2,000,000
236 Skirts	1,625,000
237 Suits	5,000,000
238 Trousers, etc.	16,875,000
240 Other apparel	21,250,000
242 Other furnishings	1,875,000
243 Other manufactures	8,750,000

The Chinese Ambassador to the Secretary of State



**Embassy of the Republic of China
Washington, D.C. 20008**

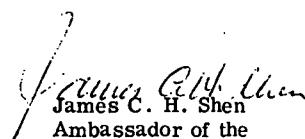
May 21, 1975

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, containing a proposed agreement on the exports of cotton, wool, and man-made fiber textiles from the Republic of China to the United States of America, to replace and supersede, effective January 1, 1975, the existing Cotton Textile and Wool and Man-Made Fiber Textile Agreements signed on December 30, 1971, as amended.

I wish to confirm, pursuant to instructions, that the Government of the Republic of China accepts the proposed agreement contained in your note mentioned above and agrees that your note and this note of confirmation shall constitute an Agreement between our two Governments.

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



James C. H. Shen
Ambassador of the
Republic of China

The Honorable Henry A. Kissinger
Secretary of State
Department of State
Washington, D.C.

IRAN

Furnishing Federal Catalog Data and Services

*Agreement signed at Washington December 5, 1974
and at Tehran January 25, 1975;
Entered into force January 25, 1975.*

ASSISTANT SECRETARY OF DEFENSE

WASHINGTON, D.C. 20301

SS

INSTALLATIONS AND LOGISTICS

5 DEC. 1974

General H. TOUFANIAN
*Vice Minister of War
Government of Iran
Imperial Iranian Armed Forces
Helicopter Logistics Department
Mehrabad Airport Road
Tehran, Iran*

Re: Furnishing of Federal Catalog Data and Cataloging Services to the Government of Iran by the Government of the United States

DEAR GENERAL TOUFANIAN:

In accordance with Section 21 of the Foreign Military Sales Act,^[1] the Defense Logistics Services Center has been authorized to furnish to the Government of Iran, the Federal Catalog Data and cataloging services specified in Chapter 8 (M-1-8), Federal Manual for Supply Cataloging, dated February 1973, incorporated herein, and by this reference made a part hereof, and any subsequent revision, change, and/or addition thereto, subject to availability, subject to future operational requirements of the Defense Logistics Services Center, and subject to the conditions set forth below:

- a. The Government of the United States reserves the right of cancelling all or any part of this offer or transaction hereunder, at any time prior to delivery, whenever such action is deemed necessary in the interest of the United States.

¹ 82 Stat. 1323; 22 U.S.C. § 2751 note.

b. The Government of Iran agrees that it will obtain the consent of the Government of the United States prior to the disposition of, or transfer of possession of the materials and information furnished under this agreement. The Government of Iran agrees that it will not permit access to the information furnished except to its own authorized personnel. To the extent that information furnished under this agreement may be classified by the Government of the United States for security purposes, the Government of Iran agrees to maintain a similar classification and to employ and maintain all measures necessary to preserve such security, equivalent to those employed by the Government of the United States, throughout a period coequal with that during which the Government of the United States may maintain security measures. It is understood and agreed that the disclosure of patented and unpatented information under this agreement does not convey any private rights which may exist in such information and that such rights will be respected.

c. Requests for Federal Catalog Data and cataloging services shall be prepared and forwarded to the Defense Logistics Services Center in accordance with the procedures contained in Chapter 8 (M-1-8), Federal Manual for Supply Cataloging, dated February 1973, incorporated herein and by this reference made a part hereof, and any revision, change, and/or addition thereto, and/or in accordance with any special instructions furnished to the Government of Iran for this purpose by the Defense Logistics Services Center.

d. The prices set forth in Chapter 8 (M-1-8), Federal Manual for Supply Cataloging, dated February 1973, incorporated herein and by this reference made a part hereof, and any revision, change, and/or addition thereto, will be charged to the Government of Iran for the furnishing of the Federal Catalog Data and cataloging services authorized under this agreement. The prices quoted for the services and data to be provided by the Defense Logistics Services Center are based on the average machine and personnel costs required to provide the data and/or services and are subject to change as conditions change. The Government of the United States agrees to give the Government of Iran a 60-day notice prior to effecting a price change in the costs charged by the Defense Logistics Services Center.

e. Reimbursement in United States currency for Federal Catalog Data and/or cataloging services furnished under this agreement will be made directly to the Government of the United States. Billings will be made to the Imperial Iranian Armed Forces Helicopter Logistics Department, Mehrabad Road, Tehran, Iran, on a quarterly basis and will be due and payable upon receipt.

If this offer is acceptable to the Government of Iran, it is requested that I be so informed by the return of two copies of this letter bearing the signature of an authorized representative of the Government of Iran, in the space below.

Sincerely,

PAUL H RILEY

Paul H. Riley

*Deputy Assistant Secretary of Defense
(Supply, Maintenance & Services)*

The undersigned, a duly authorized representative of the Government of Iran, accepts on behalf of the said government the terms and conditions set forth above.

H. TOUFANIAN [¹]

H. Toufanian
*General
Vice Minister of War*

¹ Signature affixed at Tehran Jan. 25, 1975.

INDIA

Surplus Property Settlement

*Agreement effected by exchange of letters
Signed at New Delhi January 24, 1975;
Entered into force January 24, 1975.*

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

GOVERNMENT OF INDIA
MINISTRY OF FINANCE
DEPARTMENT OF ECONOMIC AFFAIRS

D.O. No. 1(8) PL-480/74

NEW DELHI, January 24, 1975

DEAR MR. SCHNEIDER,

I refer to the Lend Lease Settlement Agreement between our two Governments signed at Washington on May 16, 1946, as amended, ['] and to subsequent discussions thereon, and propose the following understandings:

1. The Government of India proposes to credit within 30 days an amount of Rs. 14 million to the Rupee Account of the United States Government maintained within the Public Account of the Government of India at the Reserve Bank of India; and
2. Such credit shall constitute fulfillment of all obligations of the Government of India under the said Lend Lease Settlement Agreement.

I propose that, if these understandings are acceptable to your Government, this letter and your reply concurring therein shall constitute an agreement between our two Governments, effective on the date of your reply.

Yours sincerely,

M. NARASIMHAM

(M. Narasimham)

Mr. DAVID T. SCHNEIDER,
Chargé d'Affaires ad interim,
Embassy of the United States of America,
New Delhi.

¹ TIAS 1532; 8 Bevans 1233; 60 Stat. 1753.

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

NEW DELHI January 24, 1975

Mr. M. NARASIMHAM
Additional Secretary
Department of Economic Affairs
Ministry of Finance
New Delhi

DEAR MR. NARASIMHAM:

I refer to your letter of January 24, 1975 reading as follows:

"I refer to the Lend Lease Settlement Agreement between our two Governments signed at Washington on May 16, 1946, as amended, and to subsequent discussions thereon, and propose the following understandings:

1. The Government of India proposes to credit within 30 days an amount of Rs. 14 million to the Rupee Account of the United States Government maintained within the Public Account of the Government of India at the Reserve Bank of India; and
2. Such credit shall constitute fulfillment of all obligations of the Government of India under the said Lend Lease Settlement Agreement.

I propose that, if these understandings are acceptable to your Government, this letter and your reply concurring therein shall constitute an agreement between our two Governments, effective on the date of your reply."

I confirm that the understandings set forth in the above quoted letter are acceptable to the Government of the United States. I agree that your letter together with this reply constitute an agreement between our two Governments, effective today.

Sincerely,

DAVID T. SCHNEIDER
David T. Schneider
Charge d'Affaires ad interim

PANAMA
Air Transport Services

*Agreement amending the agreement of March 31, 1949,
as amended.*

Effectuated by exchange of notes

Signed at Panamá December 23, 1974 and March 6, 1975:

Entered into force March 6, 1975.

With memorandum of consultations

Signed at Washington December 18, 1974.

The Panamanian Minister of Foreign Relations to the American Ambassador [¹]



REPUBLICA DE PANAMA

MINISTERIO DE RELACIONES EXTERIORES

PANAMA 4, PANAMA

Nº DREU-317/1551-1

Diciembre 23 de 1974

Señor Embajador:

Tengo el honor de hacer referencia al Convenio de Aviación entre la República de Panamá y los Estados Unidos de América, del 31 de marzo de 1949, según fue enmendado, y de proponer, en nombre de mi Gobierno, que el Cuadro de Rutas Dos del Anexo al Convenio se enmiende agregando al mismo una nueva ruta, como sigue:

"3. De la República de Panamá, vía Ciudad de México, a Los Angeles, sin derechos de tráfico entre la Ciudad de México y Los Angeles".

Si la propuesta que antecede es aceptable para el Gobierno de Vuestra Excelencia, tengo el honor de proponer que la presente nota, junto con la respuesta de Vuestra Excelencia a dicho efecto, constituyan un acuerdo entre nuestros dos Gobiernos, enmendando el Anexo al Convenio de Aviación, que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia.

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

JUAN ANTONIO TACK,

Ministro de Relaciones Exteriores.

Su Excelencia
William J. Jorden,
Embajador de Estados Unidos de América,
Panamá, República de Panamá.

CO/er

¹ For the English language text, see p. 309.

The American Ambassador to the Panamanian Minister of Foreign Relations

Panama, March 6, 1975

No. 29

Excellency:

I have the honor to refer to your note No. DRFU-317/1551-1 of December 23, 1974, which reads as follows:

"I have the honor to refer to the Aviation Agreement between the United States of America and the Republic of Panama of [1] March 31, 1949, as amended, and to propose, on behalf of my Government, that Schedule Two of the Annex to the Agreement be amended by adding thereto a new route to read:

'3. From the Republic of Panama via Mexico City to Los Angeles, without traffic rights between Mexico City and Los Angeles.'

"If the foregoing proposal is acceptable to your Government, I propose that this note and your reply to that effect constitute an agreement between our two Governments, amending the Annex to the Aviation Agreement, which shall enter into force on the date of your reply.

"I take this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration."

I have the honor to inform Your Excellency that my Government agrees with the foregoing and, in accordance with your proposal, considers that your note and this reply constitute an amendment of the Annex to the Agreement, which enters into force on today's date.

Accept, Excellency, the assurances of my highest consideration.

His Excellency

William J. Jorden

Lic. Juan Antonio Tack,

Minister of Foreign Relations,

Panama.

¹ TIAS 1982, 2551, 6270; 63 Stat. 2456; 3 UST 4087; 18 UST 1212.

MEMORANDUM OF CONSULTATIONS

Delegations representing the Government of the United States of America and the Government of the Republic of Panama met in Washington December 16-18, 1974, to continue the consultations which began on March 4, 1974, under the Aviation Agreement between the two countries to discuss certain route requests of Panama. The names of the members of the respective Delegations are shown in Enclosure 1.

The two Delegations agreed to recommend to their Governments that an exchange of notes, as set forth in Enclosure 2, be concluded between the two Governments amending the Annex to the Aviation Agreement of March 31, 1949, as amended.

With respect to the exercise of traffic rights between Mexico City and Los Angeles under new Panama route 3 in the amended Annex, the United States Delegation stated that, at such time as the Government of the United States obtains the necessary rights from the Government of Mexico which would permit a United States designated airline or airlines to operate a service under route 1 of Schedule One of the Annex to the Agreement which includes a point or points in California and Mexico City, the Government of the United States would be disposed to consider favorably in further consultations the removal of the traffic rights restriction between Mexico City and Los Angeles on the new Panama route 3.

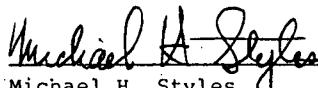
The two Delegations discussed various aspects of the question of ownership and control of designated airlines. The United States Delegation drew attention to Article VI of the Aviation Agreement which provides that each Contracting Party may withhold or revoke the exercise of the rights specified in the Annex to the Agreement by an airline designated by the other Contracting Party in the event that it is not satisfied that substantial ownership and effective control of such airline are vested in nationals of the other Contracting Party, and it explained the factors which had in the past led to difficulties with respect to the ownership and control of an airline or airlines designated by the Government of Panama. The United States Delegation also expressed the desire of the United States Government to avoid such difficulties in the future through the possibility of consultations with the appropriate authorities of the Republic of Panama before final findings might be made by the US aeronautical authorities with respect to the ownership and control question. In particular, it pointed out that the US aeronautical authorities have in cases where they were not satisfied on this question allowed an exception to their policy if the airline presented a reasonable plan for the eventual satisfaction of ownership and control requirements. Accordingly, the US Delegation stated that, should the Republic of Panama designate an airline to operate under new Panama route 3 which, in the view of

the United States authorities, might not satisfy the ownership and control requirements, the United States might wish to request consultations for the purpose of suggesting that the airline present a reasonable plan for the eventual satisfaction of such requirements.

The Panama Delegation noted the foregoing statements and stated that, in its view, the Governments of Panama and of the United States may at any time hold consultations on each and every matter either country deems important to their relations and may also formulate the suggestions and requests that they may consider appropriate, without it constituting an amendment to the Civil Aviation Agreement and its Annex, nor a limitation of the rights of the parties thereto; and as such a possibility does in fact exist, the Delegation of Panama believes that the Government of the United States could request a consultation with the Government of Panama in order to deal with the matter set forth by the United States Delegation and with the suggestions and requests which might be formulated.

The two Delegations also discussed the question of the promotion and operation of air services by the designated airlines beyond their homelands. They agreed that the routes specified in the Schedules attached to the Annex of the Agreement should be operated and promoted as routes originating or terminating in the home country of the airline performing the service. Accordingly, should a designated airline of

either Contracting Party provide a service to points beyond its home country in connection with such routes, public advertising or other forms of promotion by such airline should not employ the terms "single plane" or "through service" or terms of similar import, and should state that such service is by connecting flights, even when for operational reasons a single aircraft is used. Furthermore, the flight number assigned to services between the United States and Panama should not be the same as that assigned to flights beyond the home country of the airline promoting the service.



Michael H. Styles
Chairman, Delegation of
the United States of America



Carlos Ozores T.
Chairman, Delegation of
Panama

December 18, 1974

TIAS 8036

MEMORANDUM DE CONSULTAS

Del 16 al 18 de diciembre de 1974 se reunieron en Washington Delegaciones en representación del Gobierno de la República de Panamá y del Gobierno de los Estados Unidos de América con el propósito de proseguir las consultas iniciadas el 4 de marzo de 1974 en el marco del Convenio de Aviación entre los dos países, a fin de considerar ciertas solicitudes de rutas presentadas por Panamá. Los nombres de los miembros de las respectivas Delegaciones se consignan en el Anexo 1.

Las dos Delegaciones convinieron en recomendar a sus Gobiernos que se efectúe un intercambio de notas, según se enuncia en el Anexo 2, entre los dos Gobiernos enmendando el Anexo al Convenio de Aviación del 31 de marzo de 1949, según fue enmendado.

Con respecto al ejercicio de los derechos de tráfico entre la Ciudad de México y Los Angeles de acuerdo con la nueva ruta 3 de Panamá en el Anexo enmendado, la Delegación de los Estados Unidos señaló que una vez que el Gobierno de los Estados Unidos obtenga los derechos necesarios del Gobierno de México por los que se permita a una línea aérea o líneas aéreas de los Estados Unidos operar un servicio en el marco de la ruta 1 del Cuadro de Rutas Uno del Anexo al Convenio, que incluya un punto o puntos en California y la Ciudad de México, el Gobierno de los Estados Unidos estará dispuesto a considerar favorablemente en consultas ulteriores la eliminación de la restricción a los derechos de tráfico entre la Ciudad de México y Los Angeles en la nueva ruta 3 de Panamá.

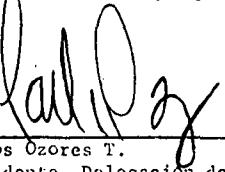
Las dos Delegaciones consideraron diversos aspectos del tema de propiedad y control de líneas aéreas designadas. La Delegación de los Estados Unidos aludió al Artículo VI del Convenio de Aviación que dispone que cada Parte Contratante puede negar o revocar el ejercicio de los derechos especificados en el Anexo al Convenio por parte de una línea aérea designada por la otra Parte Contratante en el caso en que no esté satisfecha de que la propiedad substancial y el control efectivo de dicha línea aérea se encuentran en manos de nacionales de la otra Parte Contratante, y explicó los factores que en el pasado condujeron a dificultades con respecto a la propiedad y el control de una línea aérea o líneas aéreas designadas por el Gobierno de Panamá. La Delegación de los Estados Unidos asimismo expresó el deseo del Gobierno de los Estados Unidos de evitar tales dificultades en el futuro por medio de la posibilidad de consultas con las autoridades apropiadas de la República de Panamá antes de que las autoridades aeronáuticas de los Estados Unidos arribasen a conclusiones definitivas con respecto a la cuestión de la propiedad y del control. En particular, señaló que las autoridades aeronáuticas de los Estados Unidos, en los casos en que no habían quedado satisfechas respecto de esta cuestión, habían permitido una excepción a su política cuando la línea aérea había presentado un plan razonable para dar oportuno cumplimiento a los requisitos de propiedad y control. De conformidad con ello, la Delegación de los Estados Unidos señaló que, de designar la República de Panamá una línea aérea para que opere al amparo de la nueva ruta 3 de Panamá que,

en opinión de las autoridades de los Estados Unidos, podría no satisfacer los requisitos de propiedad y control, Estados Unidos podría solicitar la celebración de consultas con el propósito de sugerir que la línea aérea presente un plan razonable para dar oportuno cumplimiento a tales requisitos.

La Delegación de Panamá tomó nota de las declaraciones que anteceden y manifestó que, sin que ello constituya modificación del Convenio de Aviación ni de su Anexo, ni limitación a los derechos de las Partes Contratantes bajo los mismos, los Gobiernos de Panamá y de los Estados Unidos pueden consultarse sobre cualquiera y todos los asuntos que uno u otro consideren de interés para sus relaciones, y formular, en las consultas, las sugerencias y solicitudes que a bien tengan y que, existiendo, como existe, tal posibilidad, la Delegación de Panamá entiende que el Gobierno de los Estados Unidos podría promover consultas con el Gobierno de Panamá con miras a tratar el asunto que expone la Delegación de los Estados Unidos y las sugerencias y solicitudes que se formulen al respecto.

Las dos Delegaciones asimismo consideraron la cuestión de la promoción y explotación de servicios aéreos por parte de las líneas aéreas designadas más allá de sus países de origen. Acordaron que las rutas especificadas en los Cuadros de Rutas agregados al Anexo del Convenio deben ser explotadas y promovidas como rutas que se originan o terminan en el país de origen de la línea aérea que cumple el servicio. De conformidad con ello, si una línea aérea designada de cualquiera de las Partes Contratantes suministra un servicio a puntos más allá de su país de origen en

relación con tales rutas, en la publicidad u otras formas de promoción por parte de tal línea aérea no deben emplearse los términos "avión único" o "servicio directo" o términos de connotación similar, y debe manifestarse que tal servicio se ofrece por medio de vuelos de conexión, aun cuando por razones operativas se emplee un solo avión. Además, el número de vuelo asignado a servicios entre los Estados Unidos y Panamá no debe ser el mismo que el que se asigna a vuelos más allá del país de origen de la línea aérea que promueve el servicio.



Carlos Osores T.
Presidente, Delegación de la
República de Panamá



Michael H. Styles
Presidente, Delegación de los
Estados Unidos de América

18 de diciembre de 1974

HONDURAS

Agricultural Commodities

*Agreement signed at Tegucigalpa March 5, 1975;
Entered into force March 5, 1975.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE GOVERNMENT
OF HONDURAS FOR THE SALE OF AGRICULTURAL
COMMODITIES

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA Y EL GOBIERNO DE HONDURAS
PARA LA VENTA DE PRODUCTOS AGRICOLAS

The Government of the United States of America and the Government of Honduras.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Government of Honduras (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

El Gobierno de los Estados Unidos de América y el Gobierno de Honduras.

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

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

Recognizing the policy of exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [¹] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

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

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

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

Han convenido lo siguiente:

¹80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONS**ARTICLE I**

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

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

1. The issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. The availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90

CAPITULO I - DISPOSICIONES GENERALES**ARTICULO I**

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a compradores autorizados por el Gobierno del país importador, de conformidad con los términos y condiciones del presente Convenio.

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

1. La emisión por parte del Gobierno del país exportador, de autorizaciones de compra y su aceptación por parte del Gobierno del país importador; y

2. La disponibilidad de los productos especificados en el momento de la exportación.

C. La solicitud para autorizaciones de compra se hará dentro de los 90 días después de la fecha en que entra en vigor este Convenio y, con respecto a otros productos adicionales o cantidades de productos previstos en cualquier convenio suplemen-

days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

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

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

tario, dentro de los 90 días a partir de la fecha en que entra en vigor tal convenio suplementario. Las autorizaciones de compra incluirán disposiciones relativas a la venta y entrega de tales productos, así como a otros asuntos pertinentes.

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

E. El valor de la cantidad total de cada producto cubierto por las autorizaciones de compra para un tipo determinado de financiación autorizado para este Convenio, no excederá del valor máximo del mercado de exportación especificado para dicho producto y tipo de financiación en el Capítulo II. El Gobierno del país exportador podrá limitar el valor total de cada producto a incluirse en las autorizaciones de compra para un tipo específico de financiación, según lo requieran las

require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

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

bajas de precios u otros factores del mercado, en forma tal que las cantidades de dicho producto vendidas conforme a un determinado tipo de financiación no excedan sustancialmente de la cantidad máxima aproximada aplicable especificada en el Capítulo II.

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

borne by the Government of the exporting country.

Gobierno del país exportador para cubrir el costo del diferencial de transporte marítimo sufragado por el Gobierno del país exportador.

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

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

H. 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.

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

ARTICLE II

A. Initial Payment

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

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment

ARTICULO II

A. Pago Inicial

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

B. Pago Currency Use

El Gobierno del país importador pagará o hará pagar, a solicitud del Gobierno del país exportador, en las cantidades que éste determine, pero en ningún caso más tarde que un año después del desembolso final por parte de la Commodity Credit Corporation efectuado al amparo de este Convenio, o al finalizar el período de entregas, de las dos fechas la que ocurra

as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for Currency Use Payment in Part II. Payment shall be made in accordance with Paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no request for payment will be made by the Government of the exporting country

después, el pago que se especifique en el Capítulo II de este Convenio de conformidad con la Sección 103 (b) de la Ley (en adelante denominado Pago Currency Use. El Pago Currency Use constituirá la porción de la cantidad financiada por el país exportador igual al porcentaje especificado para Pago Currency Use en el Capítulo II. El pago se hará de conformidad con el párrafo H y para los propósitos especificados en los apartados (a), (b), (e) y (h) de la Subsección 104 de la Ley, según se estipula en el Capítulo II de este Convenio. Tal pago se descontará (a) del monto del pago de los intereses de cada año pagaderos durante el periodo anterior a la fecha de vencimiento de la primera amortización, comenzando con el primer año y (b) de los pagos combinados de principal e intereses, comenzando con la primera amortización, hasta tanto se haya contrarrestado el valor del Pago Currency Use. A menos que en el Capítulo II se especifique lo contrario, el Gobierno del país exportador

prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the Initial Payment payable to the Government of the exporting country.

tador no presentará solicitudes de pago antes del primer desembolso por parte de la Commodity Credit Corporation del país exportador al amparo de este Convenio.

C. Tipo de Financiación

Las ventas de los productos especificados en el Capítulo II se financiarán de acuerdo con el tipo de financiación allí indicado. En el capítulo II también se establecen disposiciones especiales relacionadas con la venta.

D. Disposiciones Respecto del Crédito

1. En lo que se refiere a los productos entregados durante cada año civil al amparo de este Convenio, el principal del crédito (en adelante denominado principal) consistirá en la cantidad de dólares desembolsados por el Gobierno del país exportador en concepto de los productos (sin incluir los costos del transporte marítimo) menos cualquier porción del pago inicial pagadero al Gobierno del país exportador.

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

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after

El principal se pagará de conformidad con el plan de pagos enunciado en el Capítulo II de este Convenio. La primera amortización vencerá y será pagadera en la fecha que se especifica en el Capítulo II de este Convenio. Las amortizaciones subsiguientes vencerán y serán pagaderas con un intervalo de un año a partir de entonces. Cualquier pago de principal podrá efectuarse antes de la fecha de vencimiento.

2. Los intereses sobre el saldo del principal adeudado al Gobierno del país exportador en concepto de productos entregados en cada año civil, serán pagados en la forma siguiente:

a. En el caso del Crédito en Dólares, los intereses comenzarán a devengarse en la fecha de la última entrega de estos productos en cada año civil. Los intereses se pagarán a más tardar en la fecha de vencimiento de cada amortización del principal, excepto que si la fecha de la primera amortización es más

such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

que un año desde la fecha de la última entrega, el primer pago de intereses se hará a más tardar en la fecha aniversario de tal última entrega y subsiguientemente el pago de los intereses se efectuará anualmente y a más tardar en la fecha de vencimiento de cada amortización del principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

b. En el caso del Crédito en Moneda Local Convertible, los intereses comenzarán a devengarse en la fecha del desembolso en dólares efectuado por el Gobierno del país exportador. Tales intereses se pagarán anualmente comenzando un año después de la fecha de la última entrega de productos en cada año civil, excepto que si las amortizaciones en concepto de estos productos no vencen en algún aniversario de tal fecha de la última entrega, todo interés devengado en la fecha de vencimiento de la primera amortización será pagadero en la misma fecha en que vence la primera amortización y subsiguientemente tales intereses se pagarán en las fechas de vencimiento de las amortizaciones siguientes.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

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

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

2. Payments in the local currency of the importing country (hereinafter

3. Para el periodo desde la fecha en que comienzan los intereses hasta la fecha de vencimiento de la primera amortización, los intereses se computarán con base en la tasa de intereses iniciales que se especifica en el Capítulo II de este Convenio. Subsiguientemente, los intereses se computarán con base en la tasa de intereses continuados que se especifica en el Capítulo II de este Convenio.

E. Depósito de los Pagos

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

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

2. Los pagos en la moneda local del país importador (de aquí en adelante deno-

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary

minada moneda local) se depositarán a nombre del Gobierno de los Estados Unidos de América en cuentas que devenguen interés en bancos elegidos por el Gobierno de los Estados Unidos de América en el país importador.

F. Ingresos Devengados de las Ventas

La cantidad total de ingresos devengados por el país importador de la venta de productos financiados de conformidad con este Convenio, que han de aplicarse a los fines de desarrollo económico enunciados en el Capítulo II de este Convenio, no será inferior que el equivalente en moneda local de los desembolsos en dólares por parte del Gobierno del país exportador en relación con la financiación de los productos (que no fuere el diferencial de flete marítimo), disponiéndose, sin embargo, que los ingresos devengados de las ventas que así se apliquen serán reducidos por los fondos de pago Currency Use, de haberlos, aportados por el Gobierno del país importador. El tipo de cambio que se empleará para calcular este equivalente en moneda local,

authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the Government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country, and in case of expenditures the budget sector in which they were used.

será la tasa a la que la autoridad monetaria central del país importador, o su agente autorizado, vende divisas por moneda local en relación con la importación comercial de iguales productos. Cualquier ingreso así devengado que sea dado en préstamo por el Gobierno del país importador a organizaciones privadas o no gubernamentales, será prestado a tasas de interés aproximadamente equivalentes a aquellas cobradas por préstamos comparables en el país importador. El Gobierno del país importador proporcionará, de conformidad con sus procedimientos administrativos respecto del presupuesto para el año fiscal, en las oportunidades en que lo solicite el Gobierno del país exportador, pero con una frecuencia no inferior a la anual, un informe sobre la recepción y el desembolso de los ingresos, certificado por la autoridad correspondiente del Gobierno del país importador y, en el caso de erogaciones, por el sector del presupuesto en el que se hubieren utilizado dichos ingresos.

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

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

G. Cómputos

El cómputo del pago inicial, de los fondos de pago Currency Use y de todos los pagos de principal e intereses de conformidad con este Convenio, se efectuará en dólares de los Estados Unidos.

H. Pagos

Todos los pagos se efectuarán en dólares de los Estados Unidos o, si el Gobierno del país exportador optare por ello;

1. Los pagos se harán en monedas fácilmente convertibles de terceros países a un tipo de cambio mutuamente convenido, y serán usados por el Gobierno del país exportador para el pago de sus obligaciones o, en el caso de fondos de pago Currency Use serán usados para los propósitos establecidos en el Capítulo II de este Convenio;

o
2. Los pagos se harán en moneda local, al tipo de cambio aplicable que se especifica en el apartado G del Artículo III del Capítulo I, de este Convenio, en vigor en la fecha del pago y, a opción del

the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

Gobierno del país exportador, serán convertidos en dólares de los Estados Unidos al mismo tipo de cambio, o serán utilizados por el Gobierno del país exportador para el pago de sus obligaciones o, en el caso de fondos de pago Currency Use, serán usados para los propósitos establecidos en el Capítulo II de este Convenio, en el país importador.

ARTICLE III

A. World Trade

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

ARTICULO III

A. Comercio Mundial

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

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

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

1. asegurar que el total de las importaciones procedentes del país exportador y de otras naciones amigas al país importador y pagadas con recursos del país importador sea por lo menos igual a las cantidades de productos agrícolas que se determinan en el cuadro de comercialización usual indicado en el Capítulo II, durante cada período de importación determinado en el cuadro y durante cada período comparable subsiguiente, en el que se estén entregando productos financiados conforme a este Convenio. Las importaciones de productos para satisfacer estos requerimientos usuales de comercialización para cada período de importación serán adicionales a las compras financiadas de conformidad con este Convenio.

2. adoptar medidas para asegurar que el país exportador obtenga una participación justa en cualquier incremento de las compras comerciales de productos agrícolas por parte del país importador.

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

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

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

4. adoptar todas las medidas posibles para impedir la exportación de cualquier producto, de origen nacional o extranjero, que se defina en el Capítulo II de este Convenio, durante el período de limitación de las exportaciones que se especifica en el cuadro de limitación de las exportaciones, que figura en el Capítulo II (excepto según se especifique en el Capítulo II o cuando tal exportación haya sido específicamente aprobada por el Gobierno de los Estados Unidos de América).

B. Private Trade

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

B. Comercio Privado

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

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two Governments, the Government of the importing country shall

C. Autoayuda

El Capítulo II describe el programa que el Gobierno del país importador está emprendiendo para mejorar su producción, almacenamiento y distribución de los productos agrícolas. El Gobierno del país importador proporcionará, en la forma y en la fecha que el Gobierno del país exportador solicite, un informe del progreso que el Gobierno del país importador está realizando para llevar a cabo dichas medidas de autoayuda.

D. Informes

Además de cualesquier otros informes convenidos entre los dos Gobiernos, el Gobierno del país importador suministrará,

furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized:

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

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

3. a statement of the measures it has taken to implement the provisions of Sections A2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country

por lo menos trimestralmente, para el período de abastecimiento especificado en el Apartado I del Capítulo II de este Convenio y para cualquier período subsiguiente comparable, durante el cual se estén importando o utilizando los productos adquiridos conforme a este Convenio:

1. la información siguiente respecto a cada embarque de productos recibidos en virtud del Convenio: el nombre de cada barco; la fecha de llegada; el puerto de arribo; el producto y cantidades recibidas y el estado en que se recibió.

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

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

4. datos estadísticos sobre las importaciones y exportaciones realizadas por

of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

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

país de origen o de destino, respectivamente, de los productos que son iguales o similares a los importados conforme al Convenio.

E. Procedimientos para la Conciliación y Ajuste de Cuentas

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

F. Definiciones

A los efectos de este Convenio:

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

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

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

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than

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

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

G. Tipo de Cambio Aplicable

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

the highest exchange rate obtainable by any other nation. With respect to local currency:

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

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

H. Consultation

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

cualquier otra nación. Respecto a la moneda local:

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

2. Si no se mantiene un tipo de cambio único, el tipo aplicable será aquél (según convengan mutuamente los dos Gobiernos) que cumpla con los requisitos de la primera frase de esta sección G.

H. Consultas

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

I. Identification and Publicity

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

I. Identificación y Publicidad

El Gobierno del país importador adoptará las medidas que se hayan convenido mutuamente antes de la entrega, para la identificación de los productos alimenticios en los lugares de distribución en el país importador y para fines de publicidad, en la forma prevista en el Apartado (1) de la Subsección 103 de la Ley.

PART II - PARTICULAR PROVISIONSItem I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Millions)
<u>Producto</u>	<u>Período de Suministro</u> (Año Fiscal de EE.UU.)	<u>Cantidad Máxima Aproximada</u> Toneladas Métricas	<u>Valor Máximo en el Mercado de Exportación</u> (Millones)
Rice	1975	10,000	\$4.02
Arroz		TOTAL	\$4.02

Item II. Payment Terms:Dollar Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - Section 104(a) - 5 percent
3. Number of Installment Payments - 19
4. Balance Payable - Approximately equal annual installments
5. Due Date of First Installment Payment - Two years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

CAPITULO II - PROVISIONES PARTICULARESApartado I. Tabla de Productos:Apartado II. Términos de PagoCrédito en Dólares

1. Pago Inicial - 5 por ciento
2. Pago Currency Use - Sección 104(a) 5 por ciento
3. Número de Cuotas de Pago - 19
4. Saldo por pagar - Montos anuales aproximadamente iguales
5. Fecha de Vencimiento del Pago de la Primera Cuota - Dos años a partir de la última entrega de productos en cada año civil.
6. Tasa de Interés Inicial - 2 por ciento
7. Tasa de Interés Contínua - 3 por ciento

Item III. Usual Marketing Table:

<u>Commodity</u> <u>Producto</u>	<u>Import Period</u> (U.S. Fiscal Year) Período de Importación (Año Fiscal de EE.UU.)	<u>Usual Marketing Requirement</u> (Metric Tons) Necesidades normales del Mercado (Toneladas Métricas)
Rice Arroz	1975	None Ninguna

Item IV. Export Limitations:

A. The export limitation period shall be Fiscal Year 1975 or any subsequent fiscal year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A4 of the agreement, the commodities which may not be exported are:
For rice: Rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

The Government of Honduras agrees to:

1. Assist the zone damaged by flood and hurricane to recover its agricultural potential.

Apartado III. Tabla Normal de Mercadeo:Apartado IV. Limitaciones de Exportación:

A. El período de limitación de exportación será el Año Fiscal 1975 o cualquier Año Fiscal subsiguiente durante el cual se están importando o utilizando los productos financiados bajo este Convenio.

B. Para los efectos de la Parte I, Artículo III A4 del Convenio, los productos que no podrán ser exportados son:
Para arroz: arroz en granza, en cáscara o procesado.

Apartado V. Medidas de Autoayuda:

El Gobierno de Honduras conviene en:
1. Contribuir a rehabilitar el potencial agrícola de la zona dañada por el Huracán y las inundaciones.

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| <p>2. Improve internal transportation system.</p> <p>3. Increase grain storage capacity.</p> <p>4. Move toward a common system of grades and standards in basic grains together with other Central American States.</p> <p>5. Provide assistance to agricultural cooperatives - associations, small agricultural industries and small agriculture producers.</p> <p>6. Provide funds through Honduran financial institutions to support private sector agricultural and agro-industrial development.</p> | <p>2. Mejorar el sistema de transporte interno.</p> <p>3. Aumentar la capacidad de almacenamiento de granos.</p> <p>4. Avanzar hacia un sistema común de grados y normas en lo referente a granos básicos junto con los demás países centroamericanos.</p> <p>5. Proveer asistencia a las cooperativas agrícolas y asociaciones, pequeñas industrias agrícolas, y pequeños agricultores.</p> <p>6. Proveer fondos, a través de las instituciones financieras hondureñas, para apoyar el desarrollo agropecuario y agro-industrial del sector privado.</p> |
| <p><u>Item VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:</u></p> <p>The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used as mutually agreed upon for financing the self-help measures set forth in the agreement and for the following economic development sectors: Agriculture and Agro-industries.</p> | |
| <p><u>Apartado VI. Fines de Desarrollo Económico para los Cuales se Utilizarán los Fondos Resultantes a Favor del País Importador</u></p> <p>Los fondos resultantes que se acumulen a favor del país importador de las ventas de productos financiados bajo el presente Convenio serán utilizados para financiar las medidas de autoayuda estipuladas en el Convenio y para el desarrollo de los siguientes sectores económicos: Agropecuario y Agro-Industrial.</p> | |

PART III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This agreement shall enter into force upon signature.

CAPITULO III - DISPOSICIONES FINALES

A. Este Convenio puede ser terminado por cualquiera de los dos Gobiernos mediante una notificación de terminación al otro Gobierno, por cualquier motivo y por el Gobierno del país exportador si determinase que el programa de autoayuda descrito en el Convenio no se desenvuelve en forma adecuada. Una tal terminación no reducirá ninguna de las obligaciones financieras contraídas por el Gobierno del país importador a la fecha de su terminación.

Este Convenio entrará en vigor al firmarse.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement. DONE at Tegucigalpa, in duplicate, this 5th day of March 1975.

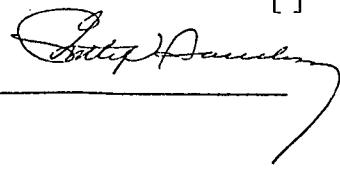
B. EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente Convenio. DADO EN Tegucigalpa, en duplicado, este dia 5 de marzo de 1975.

FOR THE GOVERNMENT OF THE UNITED

POR EL GOBIERNO DE HONDURAS:

STATES OF AMERICA:

[¹]



[²]



¹ Philip V. Sanchez

² M. Acosta B.

PORUGAL
Finance: Consulting Services

*Agreement signed at Lisbon February 28, 1975;
Entered into force February 28, 1975.*

A.I.D. Loan No. 150-Z-004

LOAN AGREEMENT
BETWEEN THE
GOVERNMENT OF PORTUGAL
AND THE
UNITED STATES OF AMERICA
FOR
CONSULTING SERVICES

Dated: February 28, 1975

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LOAN AGREEMENT dated the 28th of February 1975,
between the Government of Portugal ("Borrower") and the
UNITED STATES OF AMERICA, acting through the AGENCY FOR
INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as [1] amended, an amount not to exceed one million United States dollars (\$1,000,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02. The Loan shall be used exclusively to finance the cost of services required for the Program. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Program. The "Program" shall consist of (a) studies, including sectoral, market and project feasibility studies, (b) consulting services needed for the planning, design and scheduling of projects, and (c) such other studies and consulting services as the Borrower and A.I.D. may agree to in writing. Such studies and consulting services shall be in the general fields of food and nutrition, health, education and human resources development,

¹ 22 U.S.C. § 2151 note.

transportation, power and industry and urban development.

Specific services to be furnished under the Loan will be agreed to on a case-by-case basis and the evidence of such agreement shall be contained in Implementation Letters issued pursuant to Section 8.03.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of five percent (5%) per annum on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement as such date is defined in Section 6.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within twenty-five (25) years from the date of the first disbursement hereunder in forty-one (41) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable four and one-half (4-1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D. at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower..

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Any Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower

shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) An opinion of the Attorney General (Pro-curador Geral da República) of Portugal or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all its terms;
- (b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 8.02, and a specimen signature of each person specified in such statement.

SECTION 3.02. Additional Conditions Precedent. Prior to disbursement of any amount for a particular service financed hereunder, Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) A description of the services to be obtained and a designation of the agency of the Borrower which will be responsible for implementation.

(b) Evidence that a contract for services satisfactory to A.I.D. has been entered into with a firm, university or other institution, or with an individual consultant (all of the foregoing jointly or collectively referred to as "consultant"), each of the foregoing selected in a manner acceptable to A.I.D. The Borrower may obtain previous approval of A.I.D. to contracts that shall be entered into; in such case final approval by A.I.D. shall not be refused if final version of contract corresponds to draft approved by A.I.D.

SECTION 3.03. Terminal Dates for Meeting Conditions

Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Borrower. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions

Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 and, in each case, 3.02 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Contract Approvals. A.I.D. reserves the right to approve all services to be financed under the Program, the consultants selected to perform services, and all contracts financed under this Loan and amendments thereto, prior to the execution of such contracts. A.I.D.'s approval of such services and contracts shall not be unreasonably withheld.

SECTION 4.02. Execution of the Program. The Borrower will use its best efforts to facilitate the work of the consultants whose services are financed under this Loan and will insure that all contracts are carried out in accordance with their terms, as approved by A.I.D. The Borrower shall provide promptly as needed all funds in addition to those made available under the Loan needed for the effective carrying out of the Program.

SECTION 4.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Borrower of its obligations under this Agreement, the performance of the consultants, and other matters relating to the Program.

SECTION 4.04. Taxation. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within the country of the Borrower. As, and to the extent that any consultant financed hereunder, and any property or transactions relating to contracts with consultants are not exempt from identifiable taxes, tariffs, or duties and other levies imposed under laws in effect in the country of the Borrower, the Borrower shall make certain that payments which shall be financed under this Agreement shall be destined for payment of services and not for the payment of such taxes, tariffs, or duties. Otherwise, the Borrower shall reimburse the same under Section 7.06 of this Agreement with funds other than those provided under the Loan.

SECTION 4.05. Utilization of Services. Services financed under the Loan shall be used exclusively for the Program except as A.I.D. may otherwise agree in writing.

SECTION 4.06. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the services performed hereunder and to this Agreement. Such books and records shall without limitation, be adequate to show:

- (a) the receipt and use made of services financed with funds disbursed pursuant to this Agreement;
- (b) the nature and extent of solicitations of prospective suppliers of services required;
- (c) the basis of the award of contracts and orders to successful bidders; and
- (d) the progress of the respective services financed hereunder.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.07. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the services financed hereunder as A.I.D. may request in order to verify accomplishment of the Program.

SECTION 4.08. Inspections. The authorized representatives of A.I.D. shall upon application to the Borrower have the right at all reasonable times to inspect the Borrower's books, records and other documents relating to the services performed hereunder and the Loan in order to verify accomplishment of the Program. The Borrower shall cooperate with A.I.D. to facilitate such inspections.

ARTICLE V

Procurement

SECTION 5.01. Source of Procurement. Except as A.I.D.

may otherwise agree in writing, disbursements made pursuant to Section 6.01 shall be used exclusively to finance the procurement of services with individuals who are United States citizens or with firms or institutions located in the United States and, in the case of corporate firms or institutions, no less than 50% owned by United States citizens. Disbursements made under Section 6.02 may also finance procurement of services with individual citizens of Portugal or Portuguese firms.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only services which are contracted for and performed after the date of this Agreement will be financed under the Loan.

SECTION 5.03. Reasonable Price. No more than reasonable prices shall be paid for any services financed, in whole or in part, under the Loan.

ARTICLE VI

Disbursements

SECTION 6.01. Disbursements. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified

amounts to one or more United States banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to consultants through the use of Letters of Credit or otherwise, for costs of services procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a consultant will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 6.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Borrower and A.I.D. may agree in writing. It is agreed that such other means shall include reimbursement to Sociedade Financeira Portuguesa (S.F.P.) for payments made by it pursuant to this Agreement upon presentation of such documentation as agreed between the Borrower and A.I.D.

SECTION 6.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 6.01 on the date on which A.I.D. makes a disbursement to the Borrower, to its designee,

or to a banking institution pursuant to a Letter of Commitment. Disbursements pursuant to Section 6.02 shall be deemed to occur on a date to be specified in the written agreement made required thereby.

SECTION 6.04. Terminal Date for Disbursement.

Except as A.I.D. may otherwise agree in writing, no Letter of Commitment or other commitment document which may be called for by another form of disbursement under Section 6.02, or amendment thereto shall be issued in response to requests received by A.I.D. after February 28, 1977, and no disbursements shall be made against documentation received by A.I.D. or any bank described in Section 6.01 or Section 6.02 after June 30, 1977. A.I.D. at its option, may at any time or times after June 30, 1977, reduce the Loan by all or any part thereof for which documentation has not been received by such date. In case of need Borrower may request and A.I.D. shall accept that date of June 30, 1977, be changed to June 30, 1978.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by the Borrower. The Borrower may, by written notice to A.I.D. cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse and (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit.

SECTION 7.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

- (a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;
- (b) The Borrower shall have failed to comply with any other provision of this Agreement;
- (c) The Borrower shall have failed to pay when due any interest of any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unpaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

- (i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately, and
- (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursements. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations underthis Agreement; or
- (c) Any disbursement would be inconsistent with legislation governing A.I.D.;
- (d) The Borrower shall have failed to pay when due any interest or any installment of principal or any other payment required under any other loan agreement, any guaranty agreement or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

then A.I.D. may at its option:

- (i) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or

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through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;

- (ii) Decline to make disbursements other than under outstanding commitment documents; and

- (iii) Decline to issue additional commitment documents.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursement pursuant to Section 7.03, if the cause or causes for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration or repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 7.06. Refunds.
(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies

provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within ninety days after receipt of a request therefor.

Such amount shall be made available first for the cost of services procured hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any consultant, supplier, or banking institution, or from any other third party connected with the Loan, with respect to services financed under the Loan, and such refund relates to an unreasonable price for services, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of services procured hereunder to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection

with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 7.08. Non-Waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power or remedy or of any other right, power or remedy hereunder.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, requests, document or other communication given, made or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

TO BORROWER:

Mail and Cable Address: Secretaria de Estado do Planeamento
Económico,
Ministério das Finanças,
Avenida Infante D. Henrique,
Lisboa, Portugal

TO A.I.D.:

Mail and Cable Address: Counselor for Economic and Commercial
Affairs,
Embassy of the United States of America
Lisbon, Portugal

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Secretaria de Estado do Planeamento Económico and A.I.D. will be represented by the individual holding or acting in the office of the Director, Office of Capital Development, Bureau for Near East and South Asia. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will with the concurrence of the Borrower prescribe the procedures applicable

hereunder or give notice of approvals required in connection with the implementation of this Agreement.

SECTION 8.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request. Form or such evidences shall be agreed on by the Borrower and A.I.D.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

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

GOVERNMENT OF PORTUGAL

By: José da Silva Lopes

Name: Dr. José da Silva Lopes

Title: Minister of Finance

UNITED STATES OF AMERICA

By: Frank C. Carlucci

Name: Frank C. Carlucci

Title: Ambassador of the United States
of America

EGYPT

**Finance: Foreign Exchange Costs of Commodities
and Commodity-Related Services**

*Agreement signed at Cairo February 13, 1975;
Entered into force February 13, 1975.*

A.I.D. Loan No. 263-K-026

**LOAN AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT**

Date: 13 February 1975

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LOAN AGREEMENT dated the thirteenth day of February 1975 between the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D."), and the ARAB REPUBLIC OF EGYPT (the "Borrower").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, [¹] an amount not to exceed eighty million United States dollars (\$80,000,000) (the "Loan") for the foreign exchange costs of commodities and commodity-related services, as such services are defined by A.I.D. Regulation 1, needed to assist the Borrower to increase its industrial and agricultural production. Commodities and commodity related services authorized to be financed hereunder are hereinafter referred to as "Eligible Items", as hereinafter more fully described in Section 4.04. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement (as such date is defined in Section 5.03) and shall be computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section

^¹22 U.S.C. § 2151 note.

2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to any disbursement or to the issuance of any Letter of Commitment or other authorization of disbursement under the loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) an opinion or opinions of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by and executed on behalf of the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) a statement of the names of the persons holding or acting in the office of the Borrower specified in Section 8.02 and a specimen signature of each person specified in such statement;

(c) a procurement plan including the procedures by which all procurement financed under this Agreement will be carried out, the criteria and procedures for determining importer eligibility, and the mechanism for publicizing procurement and making awards.

SECTION 3.02. Terminal Date for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days after the date of this Agreement or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to

the Borrower. In the event of a termination hereunder, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.03. Notification of Meeting Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

Procurement, Utilization, and Eligibility of Commodities

SECTION 4.01. A.I.D. Regulation 1. Except as A.I.D. may otherwise specify in writing, this Loan and the procurement and utilization of Eligible Items financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, which is incorporated and made a part hereof. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

SECTION 4.02. Source of Procurement. Except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing, all Eligible Items shall have their source and origin in the United States of America.

SECTION 4.03. Date of Procurement. Except as A.I.D. may otherwise agree in writing, only those commodities licensed by the Borrower on or after the date that the first Letter of Commitment under this loan becomes operative, and services related to such commodities, shall be eligible for financing under this Loan.

SECTION 4.04. Eligible Items

(a) The commodities eligible for financing under this Loan shall be those specified in the A.I.D. Commodity Eligibility Listing as set forth in the Implementation Letters and Commodity Procurement Instructions issued to Borrower. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Loan. Other items shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purpose of the loan or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described by Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevo-

cable Letter of Credit is confirmed by a U.S. Bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Borrower under this Agreement for the financing of the commodity. In any event, however, the Borrower will be notified through the A.I.D. Mission in its country of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in the importing country.

SECTION 4.05. Procurement for Public Sector. With respect to procurement hereunder by or for the Borrower, its departments and instrumentalities except public sector manufacturing undertakings:

(a) The provisions of Section 201.22 of A.I.D. Regulation 1 regarding competitive bid procedures shall apply unless A.I.D. otherwise agrees in writing; and

(b) Borrower will undertake to assure that public sector end-users under this Loan establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

SECTION 4.06. Financing Physical Facilities. Except as A.I.D. may otherwise agree in writing, not more than \$1,000,000 from the proceeds of this Loan shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any one physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity and ownership, constitute a single enterprise in the judgment of A.I.D.

SECTION 4.07. Utilization of Commodities.

(a) Borrower shall insure that commodities financed under this Agreement shall be effectively used for the purpose for which the assistance is made available. Such effective use shall include:

(i) The maintenance of accurate arrival and clearance records by customs authorities and the prompt processing of commodity imports through customs at ports of entry and removal from customs and/or customs-bonded warehouses of such commodities, the total time for which (from date commodities arrive at port of entry to date importer removes them from customs) shall not exceed ninety (90) calendar days unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) The consumption or use not later than one (1) year from the date the commodities arrive at the port of entry unless a longer period

can be justified to the satisfaction of A.I.D. by reason of force majeure or special market or other circumstances; and

(iii) The proper surveillance and supervision by Borrower to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters.

(b) Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use except with the prior written consent of A.I.D.

SECTION 4.08. Motor Vehicles. Except as A.I.D. may otherwise agree in writing, none of the proceeds of this Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States.

SECTION 4.09. Minimum Size of Transactions. Except where authorized by A.I.D. in writing, no foreign exchange allocation or Letter of Credit issued pursuant to this Agreement shall be in an amount less than ten thousand Dollars (\$10,000). The minimum size of transaction restriction is not applicable for end-use importers.

SECTION 4.10. Procedures. A.I.D. will issue binding Implementation Letters and Commodity Procurement Instructions which will prescribe the procedures applicable in connection with the implementation of this Agreement.

ARTICLE V

Disbursements

SECTION 5.01. Disbursement for United States Dollar Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to the Borrower or any designee of the Borrower, through the use of Letters of Credit or otherwise, for costs of Eligible Items procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 5.02. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means and by such other procedures, as the Borrower and A.I.D. may agree to in writing.

SECTION 5.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 5.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 5.04. Terminal Date for Requests for Letters of Commitment. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment shall be issued in response to a request received after twelve (12) months from the date of signing of this Agreement.

SECTION 5.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement of loan funds shall be made against documentation submitted after eighteen (18) months from the date of signing of this Agreement.

SECTION 5.06. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, Borrower shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.07 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

SECTION 5.07. Records. Borrower shall maintain or cause to be maintained in accordance with sound accounting principles and practices consistently applied such books and records relating to this Agreement as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. for such periods and at such times as A.I.D. may require, and shall be maintained for five years after the date of last disbursement by A.I.D. under this Agreement.

ARTICLE VI

General Covenants and Warranties

SECTION 6.01. Reports. Borrower shall furnish to A.I.D. such information and reports relating to the goods and services financed by this Loan and the performance of Borrower's obligations under this Agreement as A.I.D. may request.

SECTION 6.02. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has dis-

closed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Loan and the discharge of its obligation under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that is reasonable to believe might materially affect, this Loan, or the discharge of the Borrower's obligations under this Agreement.

SECTION 6.03. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the country of the Borrower.

SECTION 6.04. Commissions, Fees and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid, nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full-time officers and employees or as compensation for bona fide professional, technical or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by the Borrower. The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 7.02. Events of Default: Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

- (b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Program with due diligence and efficiency;
- (c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may at its option, give to the Borrower notice that all or any part of the unpaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days: (i) Such unpaid Principal and any accrued interest hereunder shall be due and payable immediately; and (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursements, Transfer of Goods to A.I.D. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs which A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligation under this Agreement; or
- (c) Any disbursement would be in violation of the legislation governing A.I.D.; then A.I.D., in addition to remedies provided in A.I.D. Regulation 1, at its option, may (i) decline to issue further Letters of Commitment or other disbursing authorization, (ii) suspend or cancel outstanding Letters of Commitment or other disbursing authorizations to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit, or (iii) to the extent that A.I.D. has not made direct reimbursement to Borrower thereunder, giving notice to Borrower promptly thereafter, decline to make disbursements other than under Letters of Commitment; and (iv) at A.I.D.'s expense, direct that title to goods financed hereunder shall be transferred to A.I.D., if the goods are in a deliverable state and have not been off-loaded in ports of entry of the Arab Republic of Egypt.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 7.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration

of repayment, the provisions of this Agreement shall continue in full force and effect (as to any funds disbursed under this Loan) until the repayment in full of all Principal and any accrued interest hereunder.

SECTION 7.06. Refunds. In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, in the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement or is in violation of the laws governing A.I.D., A.I.D. may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty (30) days after receipt of a request therefor. Refunds paid by Borrower to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement, reducing the amount available for future disbursement, and shall not be available for reuse under the Agreement.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this agreement shall be construed as a waiver of any of such rights, powers, or remedies.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO BORROWER:

Mail Address: Ministry for Economic Cooperation
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

TO A.I.D.:

Mail Address: United States Agency for
International Development
Mission to the Arab Republic
of Egypt
U.S. Embassy, Cairo

Cable Address: U.S. Embassy, Cairo

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Minister of State for Economic Cooperation and A.I.D. will be represented by the individual holding or acting in the office of A.I.D. Representative, Cairo, Egypt. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

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

ARAB REPUBLIC OF EGYPT

By: ISMAIL FAHMI
Title: *Minister of Foreign Affairs*

UNITED STATES OF AMERICA

By: HENRY A. KISSINGER
Title: *Secretary of State*

BANGLADESH
Finance: Ashuganj Fertilizer Project

*Agreement signed at Dacca February 12, 1975;
Entered into force February 12, 1975.
With related letter.*

A. I. D. Loan No. 388-T-003

LOAN AGREEMENT

BETWEEN

THE PEOPLE'S REPUBLIC OF BANGLADESH

AND THE

UNITED STATES OF AMERICA

FOR THE

ASHUGANJ FERTILIZER PROJECT

Dated: February 12, 1975

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ANNEX I	<u>Description of the Project</u>
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LOAN AGREEMENT dated February 12, 1975, between the GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH ("Government") and the UNITED STATES OF AMERICA acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. Subject to the terms and conditions of this Agreement, A.I.D. hereby agrees to lend to the Government pursuant to the Foreign Assistance Act of 1961, as amended, [] an amount not to exceed Thirty Million United States Dollars (\$30,000,000) ("the Loan") to assist the Government in carrying out the Project referred to in Section 1.02 ("Project"). The Loan shall be used exclusively to finance the foreign exchange costs of goods and services required for the Project. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal". The commodities and services authorized to be financed hereunder are hereinafter referred to as "Eligible Items". A.I.D. may decline to finance any Eligible Item when, in its judgment, said financing would be inconsistent with the purpose of the Loan or in violation of the legislation or regulations governing A.I.D.

SECTION 1.02. The Project. The Project, to be carried out with resources of the Government together with resources made available to the Government by the International Development Association, the Federal Republic of Germany, the Government of Switzerland, the United Kingdom of Great Britain and Northern Ireland, Iran, the Asian Development Bank (collectively referred to herein as "Other Lenders") and the United States of America, all of which will be made available to the Ashuganj Fertilizer and Chemical Company Limited ("AFCC"), shall be the construction and operation of a urea fertilizer plant and all appropriate ancillary facilities at Ashuganj, Comilla, Bangladesh, together with the provision of management and consultants' services and training, all as described in more detail in the Project Description attached hereto as Annex I. Said Annex I is a part of this Agreement and may, within the terms of this Agreement, be modified in writing by the parties hereto.

SECTION 1.03. Allocation of Loan Proceeds. The allocation of the proceeds of the Loan among the expenditures on the Project, the goods to be financed from such proceeds and the methods and procedures for procurement of such goods shall be determined by agreement between the Government and A.I.D.

¹22 U.S.C. § 2151 note.

ARTICLE II

Definitions

SECTION 2.01. Wherever used in the Loan Agreement the following terms have the following meanings:

- (a) "BFCPC" means the Bangladesh Fertilizer, Chemical and Pharmaceutical Corporation, a corporation established and operating under the laws of the Government and wholly owned by the Government;
- (b) "AFCC" means the Ashuganj Fertilizer and Chemical Company, Limited;
- (c) "Project Agreement" means the agreement between A.I.D. and AFCC, referred to in Section 4.02(b) of this Loan Agreement;
- (d) "Financing Agreement" means the agreement between the Government and AFCC referred to in Section 4.02(c) of this Loan Agreement;
- (e) "TGTDC" means the Titas Gas Transmission and Distribution Company Limited, a company established and operating under the laws of Bangladesh and wholly owned by the Government;
- (f) "Plant" means the Plant described in Annex I to this Agreement;
- (g) "Gas Supply Agreement" means the agreement between AFCC and TGTDC for the supply of natural gas required for the operation of the Plant and for the construction of a pipeline to the site of the Plant;
- (h) "Commercial Operation Date" means the date of the first day as of which the Plant has produced eighty percent of its rated urea capacity (in the aggregate for a sixty-day period without allowance for shutdown for maintenance) for a period of sixty consecutive days;
- (i) "Other Lenders" means those financiers listed in Section 4.02(a) and, except as A.I.D. shall otherwise agree, any other international or governmental institution (other than the Government or an agency of the Government) which makes funds available to the Government or AFCC for purposes of the Project;
- (j) "Other Loan Agreements" means the various agreements between the Government and the Other Lenders whereby the Other Lenders have agreed to make available funds to the Government or AFCC for the purposes of the Project; and
- (k) "Foreign Currency" means any currency other than the currency of the country of the Government.

ARTICLE III

Loan Terms

SECTION 3.01. Interest. The Government shall pay interest to A.I.D. which shall accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest thereon. Interest on the outstanding balance shall accrue from the date of each respective disbursement (as such date is defined in Section 8.04) and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 3.02. Repayment. The Government shall repay the Principal to A.I.D. within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and Interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 3.01. A.I.D. shall provide the Government with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 3.03. Application, Currency, and Place of Payment. All payments of Interest and Principal hereunder shall be made in United States Dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 3.04. Prepayment. Upon payment of all interest and refunds then due, the Government may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 3.05. Renegotiation of the Terms of the Loan. The Government agrees to negotiate with A.I.D., at such time or times as A.I.D. may request an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Government (taking into consideration the relative capital requirements of Bangladesh).

ARTICLE IV

Conditions Precedent to Disbursement

SECTION 4.01. Initial Conditions Precedent to Disbursement. Within forty-five (45) days after signing of this Agreement, or such other time as A.I.D. may agree in writing, the Government shall furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Ministry of Law of Bangladesh or other counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by and executed on behalf of the Government, and that it constitutes a valid and legally binding obligation of the Government;

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government as specified in Section 10.03 and a specimen signature of each such person certified as to its authenticity by either the person rendering the legal opinion required by sub-section (a) above or the person who has executed this Agreement for the Government.

SECTION 4.02. Additional Conditions Precedent to Disbursement. Prior to the first disbursement or to the issuance of the first letter of commitment under the Loan, the Government shall, except as A.I.D. may agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that the Government has entered into agreements satisfactory to A.I.D. with the Other Lenders for financing of the Project in the following amounts:

<u>Other Lenders</u>	<u>Amount</u>
International Development Association	US \$33 Million
United Kingdom of Great Britain and Northern Ireland	£Stg 8 Million
Federal Republic of Germany	DM 30 Million
Government of Switzerland	SFr 20 Million
Iran	US \$12.4 Million
Asian Development Bank	US \$30 Million

and that all conditions precedent to the effectiveness of the agreement with the International Development Association have been met.

(b) Evidence that the Project Agreement executed on behalf of AFCC shall have been duly authorized or ratified by all necessary corporate, administrative and governmental action;

(c) Evidence that the Financing Agreement shall have been duly executed and delivered on behalf of the Government and AFCC and shall have become fully effective and binding on such parties in accordance with its terms, subject only to the effectiveness of the Loan Agreement;

(d) Evidence that the Gas Supply Agreement shall have been duly executed and delivered and shall have become fully effective and binding on the parties thereto;

(e) Evidence that the Government shall have dedicated and made available for the operation of the Plant not less than eight billion cubic meters of the natural gas reserves of the Titas gas field;

(f) Evidence that AFCC shall have acquired all lands and properties and all rights, easements, privileges and approvals pertaining to such lands and properties as shall be necessary or appropriate to enable AFCC to undertake the construction of the Plant;

(g) Evidence that BFCPC shall have executed a proper and valid assignment to AFCC of its rights and obligations under any contracts which relate to the Project (including the contracts for Plant site preparation and for technical advisors to prepare plans for Project implementation) and BFCPC and AFCC shall have completed a financial settlement satisfactory to A.I.D. whereby all due and proper financial disbursements or liabilities made or incurred by BFCPC in respect of the formation of AFCC and the initial preparatory action in respect of the Project shall have been reimbursed to BFCPC;

(h) Evidence that the Managing Director of AFCC shall have been duly appointed and his authority to act pursuant to Section 5.02 (a) of the Project Agreement shall have been established;

(i) Evidence that AFCC shall have made arrangements satisfactory to A.I.D. to obtain the services of the consultants referred to in Section 2.03 (a) of the Project Agreement;

(j) Evidence that the Government has taken action satisfactory to A.I.D. to insure (1) issuance of necessary import licenses and (2) provision of foreign exchange (including the timely availability thereof) in appropriate amounts to assure that continuity of the operation of the Plant and of other Government owned fertilizer plants is not interrupted due to the unavailability of spare parts and stores within the country of the Government;

(k) Evidence that the Government has taken action satisfactory to A.I.D. to facilitate the entry of goods for the Project into Bangladesh and their delivery to the Plant site with respect to payment of customs duties through procedures designed to ensure immediate release of such goods from customs;

(l) Evidence that the Government has taken action satisfactory to A.I.D. to facilitate delivery of imported goods required for the Project to the Plant site with respect to inland water transportation by use of appropriate cargo vessels in a timely manner;

(m) Evidence that the Government has taken action satisfactory to A.I.D. to assure the prompt approval of Project-related contract documentation and actions within the Government;

(n) Evidence that adequate management capability and personnel have been secured for AFCC, that the Directors thereof are persons of appropriate experience and qualifications and that the Managing Director is a highly competent executive with demonstrated management capability in managing large operations or companies;

(o) Evidence that as of the date on which all other conditions precedent contained in this Section are fulfilled with the exception of sub-paragraph (a) of this Section, AFCC is in compliance with its obligations pursuant to the contract with Vinnell Corporation for site preparation;

(p) Evidence that the Government has developed, satisfactory to A.I.D., the scope and detail of the study referred to in Section 5.05 (a) hereof;

(q) A budget, approved by the Government, showing planned expenditures for goods and services (disaggregating personnel covered) beginning with the date of commencement of AFCC's business and ending with the anticipated Commercial Operation Date, broken down by months for the first twelve (12) months and by years thereafter and showing the proportions of all such expenditures expected to be made in currency other than that of the Government.

SECTION 4.03. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If all of the conditions specified in Section 4.01 shall not have been met within forty-five (45) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties thereunder shall terminate;

(b) Except as A.I.D. may otherwise agree in writing, if all of the conditions specified in Section 4.02 have not been satisfied on or before March 31, 1975, A.I.D., at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 4.04. Notification of Meeting Conditions Precedent to Disbursement. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Sections 4.01 and 4.02 have been met.

ARTICLE V

Covenants

SECTION 5.01. Covenants. The Government, in consideration of this Loan, hereby covenants and warrants that:

(a) The Government shall cause AFCC to carry out the Project and to manage and operate the Plant with due diligence and efficiency, and in conformity with sound administrative, financial, engineering and industrial practices applicable from time to time to the fertilizer industry, and shall not take or permit any action which would interfere with AFCC's obligations under the Project Agreement.

(b) The Government shall make available or cause to be made available to AFCC, promptly as needed, and on terms and conditions acceptable to A.I.D., the land, funds, facilities, services, personnel and other resources which are required, in addition to the proceeds of the Loan and the funds made available by the Other Lenders, for the carrying out of the Project and the operation of the Plant. For purposes of this Section no prior concurrence is contemplated and A.I.D. shall not deem unacceptable any term or condition of the employment of personnel which is in accordance with the laws and regulations of the Government.

(c) The Government will cause AFCC to operate as an independent business entity on strictly commercial principles and will permit AFCC to manage its own activities, business and affairs, all pursuant to the authority and terms of its Memorandum and Articles of Association.

(d) The Government shall ensure that the activities of its departments and agencies with respect to the carrying out of the Project and the operation of the Plant are conducted and coordinated in such a way as will ensure the due and proper implementation of the Project.

(e) The Government and A.I.D. shall cooperate fully to assure that the Project will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance of the Government of its obligations under this Agreement, the performance of contractors and suppliers engaged in the Project, and other matters relating to the Project.

(f) (i) The Government in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any person or entity, commissions, fees or other payments of any kind, except as regular compensation for bona fide professional, technical, or comparable services. The Government shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party, or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(ii) No payments have been or will be received by the Government, or any official of the Government, in connection with the procurement of goods and services financed hereunder, except fees, taxes or similar payments legally established in Bangladesh.

(g) The Government has disclosed to A.I.D. all circumstances which may materially affect the Project or the discharge of the Government's obligations under this Agreement and will inform A.I.D. of any conditions which interfere, or which it is reasonable to believe will interfere, with the Project or the discharge of the Government's obligations under this Agreement.

SECTION 5.02. Terms of Relending.

(a) The Government shall make the proceeds of the Loan, together with funds made available for purposes of the Project by the Other Lenders and all other funds required for the Project, available to AFCC under a Financing Agreement upon terms and conditions satisfactory to A.I.D. Except as A.I.D. shall otherwise agree, the funds to be made available by A.I.D. and the Other Lenders shall be relent to AFCC on, inter alia, the following terms and conditions:

- (i) interest at the rate of ten percent (10%) per year;
- (ii) equal semi-annual repayments of principal and interest over a ten-year period following a five-year grace period as to principal; and

(iii) acceptance of the foreign exchange risk by AFCC with respect to outstanding amounts.

Funds made available to AFCC by the Government from other resources shall be provided to AFCC in exchange for its shares; provided, however, that on and after the Commercial Operation Date such funds may be relent by the Government on terms and conditions, including those set forth in (i)-(iii) above, which are satisfactory to A.I.D., to the extent that AFCC's debt-equity ratio would not be more than 1.5:1 subsequent to such relending.

(b) The Government shall cause AFCC to apply the proceeds of the Loan to the financing of expenditures on the Project in accordance with the provisions of this Loan Agreement and the Project Agreement.

SECTION 5.03. Financing Agreement.

(a) The Government shall exercise its rights under the Financing Agreement in such a manner as to protect the interests of the Government and A.I.D. and to accomplish the purposes of the Loan.

(b) No rights or obligations under the Financing Agreement shall be assigned, amended, abrogated or waived by the Government without the prior concurrence of A.I.D.

SECTION 5.04. Funds and other Resources to be Provided by Government. The Government herein agrees to provide promptly as needed all funds, including both local and foreign currencies, in addition to the Loan, and all other resources required for the punctual and effective carrying out of the Project.

SECTION 5.05. Fertilizer Marketing and Distribution. The Government shall, promptly and to the satisfaction of A.I.D., take all necessary measures to build up and maintain through the Bangladesh Agricultural Development Corporation (BADC) or otherwise, an effective and economic marketing and distribution organization for fertilizer produced in Bangladesh and to promote the sale of such fertilizer at prices determined in accordance with sound commercial practice and consistent with the terms of the Project Agreement. To this end, the Government shall:

(a) carry out or cause to be carried out a fertilizer distribution and marketing study, the scope and detail of which shall be acceptable to A.I.D., whereby institutional and procedural improvements in the marketing and distribution of fertilizer and an investment program for effecting capital improvements will be formulated. Such study shall, except as A.I.D. shall otherwise agree, be completed not later than June 30, 1975; and

(b) within two months after the completion of such study, furnish A.I.D. with its proposals for a program to improve fertilizer

distribution and marketing and, after consultation with A.I.D. concerning such proposals, implement a program acceptable to A.I.D. to improve fertilizer distribution and marketing in sufficient time to ensure the efficient distribution and marketing of fertilizer produced by the Plant.

SECTION 5.06. Existing Fertilizer Plants.

(a) The Government shall take, or cause to be taken, the action required to improve production of the existing fertilizer plants at Ghorasal, Chittagong and Fenchuganj to a reasonable level, taking into account the views of A.I.D. on this subject.

(b) The Government shall employ, or cause to be employed, a consultant whose primary responsibility will be to assist BFCFC and AFCC in establishing by June 30, 1976, or such later date as A.I.D. may agree in writing, a uniform system of inventory control for spare parts and consumable stores required for the operation of fertilizer plants by BFCFC and for the operation of the Plant by AFCC.

SECTION 5.07. Natural Gas Supply. The Government shall take, or cause to be taken, such action as is required to ensure that:

(a) not less than eight billion cubic meters of the natural gas reserves of the Titas gas field are dedicated and made available to AFCC for the operation of the Plant; and

(b) TGTDC shall supply AFCC with the natural gas required for the operation of the Plant and shall complete construction of a natural gas pipeline to the Plant from the existing Titas-Ashuganj pipeline by not later than June 30, 1977, or such later date as A.I.D. may agree in writing, in accordance with the provisions of the Gas Supply Agreement.

SECTION 5.08. Electric Power Supply. If an electrical power generating facility of sufficient capacity to supply the entire needs of the Plant is not included within the Plant, the Government shall cause the Bangladesh Power Development Board and AFCC to enter into a contract, on terms and conditions satisfactory to A.I.D., not later than December 31, 1975, for the long-term supply of the electrical power necessary for the operation of the Plant, and the Government shall exert its best efforts to assist the Bangladesh Power Development Board in carrying out its obligations under such contract.

SECTION 5.09. Liens. It is the mutual intention of the Government and A.I.D. that no other external debt owed a creditor other than A.I.D. shall enjoy any priority over the Loan by way of a lien on governmental assets. To that end, the Government undertakes that, except as A.I.D. shall otherwise agree in writing, if any lien shall be created on any assets of the Government as security for any external debt, such lien

will ipso facto equally and ratably secure the payment of the Principal of, and services charges and other charges on, the Loan, and that in the creation of any such lien express provision will be made to that effect; provided, however, that the foregoing provisions of this Section shall not apply to: (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property; or (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one year after its use. The term "assets of the Government" as used in this Section includes assets of the Government and assets of any agency of the Government, including the Bangladesh Bank and any other institution performing the functions of a central bank for the Government.

SECTION 5.10. Change in Management of AFCC. Prior to making any change in the position of the Chairman or Managing Director of AFCC, the Government shall inform A.I.D. of its proposal to make such nomination, furnishing such information as to the qualifications and experience of the proposed nominee as A.I.D. shall reasonably request and shall afford A.I.D. sufficient opportunity to consult with the Government prior to making such nomination.

SECTION 5.11. Investment Guaranty Project Approval by Government. The Government agrees that the contracts to be financed under this Agreement may be insured by the Overseas Private Investment Corporation, an agency of the United States of America.

ARTICLE VI

Records, Reports and Inspection

SECTION 6.01. Maintenance and Audit of Records. The Government shall cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to the Loan. Such books and records shall, without limitation, be adequate to show:

- (a) the receipt and use made of goods and services acquired for the Project with funds disbursed pursuant to this Agreement with A.I.D. and agreements with Other Lenders;
- (b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
- (c) the basis of the award of contracts and orders to successful bidders; and
- (d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with standard Government auditing procedures, and shall, except as A.I.D. may otherwise agree in writing, be maintained for three (3) years after the date of the final disbursement hereunder.

SECTION 6.02. Reports.

(a) The Government shall furnish or cause to be furnished to A.I.D. all such information as A.I.D. shall reasonably request concerning (i) the Loan and the expenditure of the proceeds and maintenance of the service thereof; (ii) the goods financed out of the proceeds of the Loan; (iii) the Project and the Plant; (iv) the administration, operations and financial condition of AFCC, and any agencies of the Government responsible for carrying out the Project or any part thereof or the operation of the Plant; (v) financial and economic conditions in the country of the Government and the international balance of payments position of the Government; (vi) the policies of the Government concerning fertilizer supply, credit, marketing and use within its country; and (vii) other matters relating to the purposes of the Loan.

(b) The Government shall promptly notify A.I.D. of any conditions which may interfere with carrying out the Project.

SECTION 6.03. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to observe the operation of the Project and inspect the utilization of all goods and services financed hereunder, and the Government's books, records, and other documents relating to the Project, the Loan and the Financing Agreement. The Government shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Government for any purpose related to the Loan.

ARTICLE VII

Procurement

SECTION 7.01. Procurement from the United States and Code 941 Countries. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Sections 8.01 and 8.02 shall be used exclusively to finance the procurement for the Project of goods and services, and marine insurance, having both their source and origin in the United States of America or countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of such procurement.

SECTION 7.02. Eligibility Dates. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the

Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the signing of this Agreement, provided however, that the site preparation contract with Vinnell Corporation and site preparation supervision contract with James Chemical Engineering shall be eligible for financing even though entered into prior to such signing.

SECTION 7.03. Approval of Contracts and Other Documents. Except as A.I.D. may otherwise agree in writing, all bid documents and documents related to the solicitation of proposals related to Eligible Items shall be approved by A.I.D. in writing prior to their issuance. Except as A.I.D. may otherwise specify in Implementation Letters, all contracts or amendments thereto shall be approved by A.I.D. in writing prior to their execution.

SECTION 7.04. Shipping and Insurance.

(a) Goods financed under the Loan shall be transported to Bangladesh on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment, provided,

(i) At least fifty percent (50%) of the gross tonnage of all commodities (computed separately for dry bulk carriers, dry cargo liners and tankers) financed hereunder which may be transported on ocean vessels shall be transported on privately-owned United States-flag commercial vessels.

(ii) Additionally, at least fifty percent (50%) of the gross freight revenue generated by all shipments financed hereunder and transported to Bangladesh on dry cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels.

(iii) Compliance with the requirements of (i) and (ii) above must be achieved with respect to cargo transported from U.S. ports and also to cargo transported from non-U.S. ports, computed separately.

(iv) Within ninety (90) days following the end of each calendar quarter, or such other period as A.I.D. may specify in writing, the Government shall furnish A.I.D. with a statement, in form and substance satisfactory to A.I.D., reporting on compliance with the requirements of this Section.

(v) No such goods may be transported on any ocean vessel (or aircraft) which A.I.D., in a notice to the Government, has designated as ineligible to carry A.I.D.-financed goods or which has been chartered for the carriage of A.I.D.-financed goods unless such charter has been approved by A.I.D.

(b) If, in connection with the placement of marine insurance on shipments to be financed hereunder the Government, by statute, decree, rule, or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods procured from the United States and financed under the Loan shall, during the continuance of such discrimination, be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(c) The Government shall insure, or cause to be insured, all goods financed under the Loan against risks incident to their transit to the point of their use. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Government under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Government for the replacement or repair of such goods. Any such replacements shall have both their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book unless A.I.D. shall otherwise agree in writing and shall be otherwise subject to the provisions of this Agreement.

SECTION 7.05. Utilization of Goods and Services.

(a) Eligible Items shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing.

(b) Except as A.I.D. may otherwise agree in writing, no Eligible Items shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 7.06. Reasonable Price. No more than reasonable prices shall be paid for any Eligible Items. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 7.07. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing Eligible Items, the Government shall furnish to A.I.D. appropriate information with regard thereto at such time as A.I.D. may request in Implementation Letters.

SECTION 7.08. Information and Marking. The Government will cooperate with A.I.D. in its efforts to disseminate information concerning the Project and shall comply with such reasonable instructions with respect to the marking of Eligible Items as A.I.D. may issue from time to time.

ARTICLE VIII

Disbursements

SECTION 8.01. Disbursement for Foreign Exchange Costs - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for the foreign exchange costs of Eligible Items procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Government and may be financed under the Loan. In the case of payments due to United States suppliers of goods and of services related thereto, and such other Eligible Items as A.I.D. may agree in writing, A.I.D. may at its option, issue Letters of Commitment directly to suppliers committing A.I.D. to make payments directly to them of amounts due under contracts between AFCC and such suppliers. Payments to such suppliers will be made upon presentation of such supporting documentation as A.I.D. may prescribe in Implementation Letters.

SECTION 8.02. Reimbursement for Foreign Exchange Costs. Upon satisfaction of conditions precedent, A.I.D. may promptly reimburse the Government for the foreign exchange costs of Eligible Items in accordance with the terms and conditions of this Agreement upon receipt of requests for reimbursement submitted from time to time by the Government accompanied by such supporting documentation as A.I.D. may prescribe in Implementation Letters. Banking charges incurred by the Government in connection with Letters of Credit, and such other banking charges as A.I.D. and the Government may agree in writing, may be financed under the Loan.

SECTION 8.03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Government and A.I.D. may agree in writing.

SECTION 8.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur in the case of disbursements pursuant to

Sections 8.01, 8.02 and 8.03 on the date on which A.I.D. makes a disbursement to the Government, to its designee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 8.05. Issuance of Letters of Commitment. Unless otherwise agreed in writing by A.I.D. the terminal date for issuance of Letters of Commitment is August 31, 1977 and no Letter of Credit may be established having an expiration date later than February 28, 1979.

SECTION 8.06. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement shall be made under Section 8.03 or against documentation received by A.I.D. described in Section 8.01 and 8.02 after February 28, 1979. A.I.D. at its option, may at any time or times after such date reduce the Loan by all or any part thereof for which Letters of Commitment have not been issued.

ARTICLE IX

Cancellation, Suspension and Acceleration

SECTION 9.01. Cancellation by the Government. The Government may, upon mutual agreement between the parties, by written notice to A.I.D. cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 9.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Government shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) The Government shall have failed to comply with any other provision of this Agreement;

(c) The Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Government or any of its agencies and A.I.D. or any of its predecessor agencies;

(d) A default shall have occurred in the performance by the Government of any of its obligations under the Financing Agreement;

(e) A default shall have occurred in the performance by AFCC of any of its obligations under the Project Agreement or under the Financing Agreement;

(f) AFCC's Memorandum and Articles of Association, or any provision thereof, shall have been amended without prior consent of A.I.D. in any manner which in the reasonable opinion of A.I.D. would have material adverse effect upon the carrying out of the Project or the operation of the Plant in accordance with the Project Agreement;

(g) Without prior consent of A.I.D., the Government or any other authority having jurisdiction shall have taken any action for the dissolution or disestablishment of AFCC or for the suspension of its operations;

(h) Without prior consent of A.I.D., the Government shall have transferred, or permitted to be transferred, shares of AFCC, or the rights appertaining thereto, to any person (except a director of AFCC holding such shares as a nominee of the Government), association or other entity;

(i) A loan from any of the Other Lenders shall have become eligible, at the option of any of the Other Lenders, for suspension or termination prior to its agreed maturity date or a default shall have occurred in the performance of any obligation of the Government pursuant to any of the other loan agreements or in the performance of any obligation of AFCC pursuant to any other agreement concerning the Project with any of the Other Lenders;

(j) AFCC shall have become unable to pay its debts as they mature, or any action or proceeding shall be taken by AFCC or others whereby any of its property or assets shall or may be distributed among or administered for the benefit of its creditors;

(k) Any situation shall have arisen which interferes, or threatens to interfere, with the supply of gas required for the Plant in accordance with the terms of the Gas Supply Agreement; or

(l) AFCC shall have created, acquired or taken over a subsidiary or any other entity, if such creation, acquisition or taking over would, in the reasonable opinion of A.I.D., adversely affect the conduct of AFCC's business, AFCC's financial condition, the efficiency of AFCC's management and personnel, the carrying out of the Project or the operation of the Plant; then A.I.D., in addition to the remedies provided hereunder may, at its option, give the Government notice of the existence of the default, and, unless the Event of Default is cured within sixty (60) days:

(i) such unpaid Principal and any accrued interest hereunder shall be due and payable immediately; and

(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 9.03. Suspension of Disbursements. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purposes of the Loan will be attained or that the Government will be able to perform its obligations under this Agreement;
- (c) Any disbursement would be in violation of the legislation governing A.I.D.; or
- (d) The Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement or any other agreement with the Government of the United States or any of its agencies, then A.I.D. in addition to the remedies provided elsewhere herein may at its option:
 - (i) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit; in which event A.I.D. shall give notice to the Government promptly thereafter;
 - (ii) Decline to make disbursements other than under outstanding commitment documents;
 - (iii) Decline to issue additional commitment documents; and
 - (iv) At A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Government, are in a deliverable state and have not been offloaded in ports of entry of the country of the Government. Any disbursement made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 9.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 9.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 9.05. Continued Effectiveness of Agreement. Unless A.I.D. otherwise agrees in writing, notwithstanding any cancellation (by A.I.D. or the Government), suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue

in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 9.06. Refunds.

(a) In the case of any disbursements not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement may require the Government to refund such amount in United States Dollars to A.I.D. within ninety (90) days after receipt of a request therefor. At the option of A.I.D. such amount may be made available for financing with respect to the Project or may be applied to the installment of Principal in the inverse order of their maturity. Notwithstanding any other provision in this Agreement, A.I.D.'s rights to require a refund with respect to any disbursement under the Loan shall continue for five (5) years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund related to an unreasonable price for goods or services, or to goods that did not conform with specifications, or to services that were inadequate, A.I.D. shall permit the Government to reuse such refunds if the terminal date for disbursements under Section 8.06 has not passed and there is sufficient time for the Government to utilize the funds before such terminal date. In the event that the terminal date for disbursement has passed or there is not sufficient time to utilize the funds before the terminal date, the refund shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 9.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 9.02 may be charged to the Government and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 9.08. Non-Waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any such rights, powers or remedies.

ARTICLE X

Miscellaneous

SECTION 10.01. Taxation. This Agreement, and the Loan shall be free from, and the Principal and interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within the country of the Government. To the extent that any Eligible Items financed hereunder are not exempt from identifiable taxes, tariffs, duties and other levies imposed under laws in effect within Bangladesh, the same shall not be paid with funds provided under the Loan.

SECTION 10.02. Communications. Any notice, request or communication given, made or sent by the Government or A.I.D. pursuant to the Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered by hand or by mail, telegram, cable, or radiogram to such other party at the following address:

TO THE GOVERNMENT

Mail Address: Secretary
Ministry of Planning
Bangladesh Secretariat
Dacca, Bangladesh

Cable Address: PLANCOM

A.I.D.

Mail Address: USAID Mission/Bangladesh
American Embassy
Adamjee Court
P.O. Box 323, Ramna
Dacca-2, Bangladesh

Cable Address: USAID

Other addresses may be substituted for the above upon giving a notice as provided herein. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 10.03. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of the Secretary, Ministry of Planning, and A.I.D. will be represented by the individual holding or acting in the Office of Director, USAID Mission/Bangladesh. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation

TIAS 8040

of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 10.04. Implementation Letters. A.I.D. may from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of the provisions of this Agreement.

SECTION 10.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Government and A.I.D. under this Loan Agreement shall terminate.

SECTION 10.06. Promissory Notes. At such time or times as A.I.D. may request, the Government shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably require, provided, the terms of such promissory notes or other evidences of indebtedness shall not vary from the terms and conditions contained in this Loan Agreement.

IN WITNESS WHEREOF, the GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH and the AGENCY FOR INTERNATIONAL DEVELOPMENT, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their name and delivered as of the date and year first above written.

FOR THE PRESIDENT OF THE PEOPLE'S THE UNITED STATES OF AMERICA
REPUBLIC OF BANGLADESH

BY *[Signature]*
M. Syeduzzaman

Title: Secretary
Ministry of Planning

BY *[Signature]*
Davis E. Boster

Title: Ambassador

ANNEX I

Description of the Project

The Project consists of the design, construction, commissioning and initial operation of a new ammonia/urea fertilizer plant (the Plant) at Ashuganj on the eastern bank of the Meghna River in the Comilla District of Bangladesh, and includes the following:

1. Preparation of the site for the Plant.
2. Designing, procurement of equipment (and chemicals and catalysts for initial operation) for, and constructing;
 - (a) an intermediate ammonia unit with a designed production capacity of approximately 925 metric tons per day;
 - (b) a urea unit with a designed production capacity of 1,600 metric tons of prilled urea per day; and
 - (c) utilities, offsites and supporting facilities for the ammonia and urea units.
3. Construction of a staff housing colony, including common facilities, for personnel to be employed in the management and operation of the Plant.
4. Provision of construction equipment.
5. Engagement of a Technical Advisor to assist and advise AFCC in construction and commissioning of the Plant.
6. Engagement of a Management Advisor to provide experts to assist and advise AFCC during the construction, commissioning and initial operation of the Plant.
7. Training of AFCC personnel to manage and operate the Plant.

The Project shall be deemed to have been completed as of the date that both of the following events have occurred: (i) the general contractor referred to in the Project Agreement shall have certified to AFCC and to A.I.D. that the Plant has met the performance tests specified in the contract between the general contractor and AFCC, and (ii) the Plant has produced urea at the rate of eighty percent (80%) of its rated urea capacity (in the aggregate for a sixty (60) day period without allowance for shutdown for maintenance) for a period of sixty (60) consecutive days. The Project is expected to be completed by August 31, 1978.

Financing for the Project is being provided by several countries or institutions including the Government of Bangladesh. Total funds made available have in some cases been allocated to specific items required for the Project. In the case of A.I.D., Eligible Items shall be, subject to modification by A.I.D. in writing, within the following description:

1. Ammonia Storage Refrigeration and Bottling.
2. Condensate Stripper, Water Treatment and Cooling Towers.
3. Sewer and Effluent Treatment.
4. Construction Equipment.
5. Boats and Vehicles.
6. Bagging.
7. Bag Lining Machine.
8. Vinnell Site Preparation Contract.
9. James Chemical Engineering Contract for Supervision of Site Preparation.

[RELATED LETTER]



Mr. M. Syeduzzaman
Secretary

[¹]

GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF PLANNING
(PLANNING COMMISSION)
DACCA

February 12, 1975

Sub:- AID Loan No. 388-T-003 for
Ashuganj Fertilizer Project

Dear Mr. Toner,

During negotiations for this Loan, AID and several others of the financing partners expressed their concern that subsidies in Bangladesh on the prices of finished fertilizer should be eliminated.

In the discussions, the Government of Bangladesh reminded the financing partners that the Government had, since adoption of its first Five Year Plan (1973/74-1977/78) been committed to a policy of phased reduction of subsidies in fertilizer prices. The Government also reminded the financing partners that the Bangladesh delegation to the meeting of the Bangladesh Aid Group in Paris on October 24 and 25, 1974 had told participants that in view of the higher yields and prices of foodgrains, making production remunerative, the Government intends to continue its policy of reducing subsidies.

This letter will confirm that a progressive reduction of subsidies on agricultural inputs, including fertilizer, remains the policy of the Government of Bangladesh. Of course, our ability to pursue this policy as rapidly as possible will depend on movements in international prices which it is impossible to predict at this time.

In these circumstances, accepting the legitimate concern of the financing partners on this issue, the Government also agrees to review periodically with AID the Government's progress in implementing this policy.

Yours sincerely,

Mr. Joseph S. Toner
Director
USAID Mission/Bangladesh
American Embassy, Adamjee Court
P.O. Box 323 Ramna
Dacca-2, Bangladesh

CJN
(M. Syeduzzaman)
Secretary

¹ In translation reads: "Government People's Republic of Bangladesh".

MEXICO

**Narcotic Drugs: Provision of Mobile Interdiction
Systems**

*Agreement effected by exchange of letters
Signed at México February 24, 1975;
Entered into force February 24, 1975.*

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F.

February 24, 1975

His Excellency
Lic. Pedro Ojeda Paullada
Attorney General of the Republic
San Juan de Letran No. 9
Mexico, D.F., Mexico

Dear Mr. Attorney General:

I am pleased to advise you that the Government of the United States is prepared to provide additional support to the Government of Mexico in its effort to reduce the production and traffic of narcotics.

Subject to their acquisition and availability on a timely basis, the Government of the United States will provide four mobile interdiction systems designed specifically for use in roadblocks.

Each system consists of a motor-driven land vehicle and an accompanying trailer. The total cost to the Government of the United States of this assistance shall not exceed one hundred and sixty thousand dollars (\$160,000.00).

The vehicles provided hereunder are to be used by the Office of the Attorney General of Mexico to curb the illicit flow of narcotic substances through Mexico. It is further understood that the use of this equipment shall be restricted to these purposes, except that nothing in the Agreement shall preclude its use to prevent loss of life or otherwise engage in humanitarian undertakings.

The Government of Mexico agrees that, at the request of the Embassy of the United States, the Office of the Attorney General shall provide to the personnel of the United States Government access to the equipment for the purpose of verifying its usage and condition of service. It is also

understood that through the Embassy of the United States in Mexico personnel of the United States Government and the Office of the Attorney General of Mexico shall exchange semi-annually, and at other times mutually agreed upon, information in writing on the specific efforts undertaken in relation to the purposes and objectives of this Agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two Governments.

I take this opportunity, Mr. Attorney General, to reiterate to you the assurance of my highest consideration and personal esteem.



Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPÚBLICA

México, D. F., 24 de febrero de 1975.

Excelentísimo Señor
Joseph John Jova.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Paseo de la Reforma No. 305,
Ciudad.

Excelentísimo Señor Embajador:

Me permito dar contestación a su atenta nota de esta fecha, cuyo texto vertido al español es como sigue:

"... Me complazco poner en su conocimiento que el Gobierno de los Estados Unidos está dispuesto a suministrar apoyo adicional al Gobierno de México en sus esfuerzos -- tendientes a reducir la producción y el tráfico de narcóticos.

Con sujeción a su adquisición y disponibilidad sobre una base de oportunidad, el Gobierno de los Estados Unidos, suministrará cuatro sistemas móviles de interceptación, diseñados específicamente para establecer su uso en retenes en caminos.

Cada uno de los sistemas consiste en un --- vehículo automotor terrestre y un acoplado acompañante. El costo total para el Gobierno de los Estados Unidos de esta asistencia no excederá la suma de ciento sesenta mil dólares (Dls. - 160,000.00).

Los vehículos proporcionados de conformidad con este acuerdo serán utilizados por la oficina del Procurador General de México, con el fin de frenar la corriente ilícita de sustancias estupefacientes a través de México. Se entiende, además, que el uso de este equipo será restringido a estos obje

tivos, excepto de que nada en este Acuerdo excluirá su uso para prevenir pérdidas de vida o de otra manera utilizarlos en empresas humanitarias.

El Gobierno de México está de acuerdo en que, a petición de la Embajada de los Estados Unidos, la oficina del Procurador General dará al personal del Gobierno de los Estados Unidos acceso al equipo con el fin de verificar su uso y condición de servicio. También se tiene entendido que, a través de la Embajada de los Estados Unidos en México, personal del Gobierno de los Estados Unidos y la oficina del Procurador General de México intercambiarán semestralmente, y en aquellas otras oportunidades que se convengan mutuamente, información por escrito sobre los esfuerzos específicos efectuados en relación con los propósitos objetivos de este Acuerdo.

Si lo anterior es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la oportunidad para reiterar a usted, señor Embajador, las seguridades de mi más alta consideración y estima personal.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA

LIC. PEDRO OJEDA PAULLADA.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General of the Republic

Mexico, D.F., February 24, 1975

Mr. Ambassador:

I hereby reply to your note of this date, whose text, translated into Spanish, reads as follows:

[For the English language text, see p. 415.]

I wish to inform you that the Government of Mexico is in agreement with the terms of the above-transcribed note.

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration and personal esteem.

Active suffrage No reelection.

PEDRO OJEDA PAULLADA

Pedro Ojeda Paullada
Attorney General of the Republic

His Excellency
Joseph John Jova,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Paseo de la Reforma No. 305,
Mexico City.

IRAN
Economic Cooperation

*Agreed minutes signed at Washington March 4, 1975;
Entered into force March 4, 1975.*

AGREED MINUTES
OF THE SECOND SESSION OF THE
UNITED STATES-IRAN JOINT COMMISSION

The Second Session of the United States-Iran Joint Commission for Economic Cooperation was held in Washington on March 3 and 4, 1975.

The Delegation of the United States was headed by Dr. Henry A. Kissinger, the Secretary of State, and the Iranian Delegation was led by Mr. Hushang Ansary, Minister of Economic Affairs and Finance. The Lists of the two Delegations are given in Annexes 1 and 2.

The Commission discussed the world monetary and economic situation and agreed on the need for effective measures to cope with the problems of inflation-cum-recession with which the international community is faced. In this connection the two sides agreed to work closely together in their mutual desire to introduce a new order in their relations in the light of the new realities of the world economic situation.

The Commission reviewed the latest developments in United States-Iran economic relations, and concluded that the scope for cooperation between the two countries was almost unlimited. Noting with great satisfaction that the friendly relations between the two countries had reached an unprecedented height, the Commission reaffirmed its determination to make every effort to utilize the enormous potentials of both countries in a manner that would serve the best interests of the United States and Iran as well as of the world community.

The Commission reiterated its commitment to the strengthening of the economies of both countries by joint cooperation between the governments and businesses of the United States and Iran in a manner consistent with their national policies.

The Commission examined the recommendations of the five standing committees which met in January and February and reached the following decisions:

TRADE

The Commission reviewed trade relations between Iran and the United States and concluded that the enormous economic capabilities

of the two countries provided considerable room for the expansion of these relations. The Commission, therefore, set a target of 15 billion dollars as the total volume of non-oil trade for the next five years.

It was agreed that the Committee on Economic Affairs and Finance shall meet in Washington within three months to decide on specific measures to realize this objective.

The Commission agreed that a joint business council could play a very useful role in broadening contact between the business sectors in both countries and in facilitating exchange of information on business opportunities and agreed that such a council should be established forthwith.

ECONOMIC COOPERATION

The Commission identified the following sectors as particularly important fields for economic cooperation between Iran and the United States.

A. Nuclear Energy

Both sides reaffirmed their determination actively to encourage the production and use

of alternative sources of energy. With this in mind, they agreed to facilitate extensive cooperation between the two countries in the field of nuclear energy.

The Commission recognized that the success of such cooperation, which would entail heavy investments on both sides, could be assured only if a balanced arrangement is made to insure proper access of both sides to the relevant scientific, technical and commercial information, and, as a result, also a gradual transfer of appropriate technology.

Substantial progress was made on reaching an agreement on cooperation in the civil uses of atomic energy. The agreement will permit the transfer, during its period of effectiveness, of sufficient quantities of enriched uranium to Iran to fuel a number of nuclear power plants with a generating capacity of up to eight thousand electrical megawatts.

The Iranian side expressed the readiness, in principle, of the Atomic Energy Organization of Iran (AEOI) to place orders in the United States for dual purpose nuclear power plants with a total capacity of up to 8,000 electrical megawatts for electricity generation

and water desalination. The United States side welcomed this and agreed to cooperate actively in assisting Iran to secure assurances as to the equitable pricing and suitable quality of equipment to be supplied by United States firms. The representatives of AEOI and qualified United States firms shall meet in Tehran in order to discuss the details of this project.

The Commission took note of discussions between representatives of Iran and organizers of a private uranium enrichment enterprise regarding the interest of Iran in participating in the project. The United States side expressed its readiness to cooperate in arrangements to meet Iran's needs for enriched uranium for its nuclear power program.

The Commission underlined the importance of cooperation between the two countries in nuclear research. In this connection it was agreed that it would be beneficial to establish a sister laboratory relationship between the facilities of the AEOI and the Energy Research and Development Administration of the United States (ERDA).

To discuss the arrangements for this cooperation, the AEOI shall send a team to

the United States within three months to be followed with a visit to the Iranian Research Centers by United States specialists.

B. Petrochemicals

The Commission recognized the importance of special cooperation between the two countries in the field of petrochemicals. It took note of major projects under study for joint ventures between Iran and major companies in the United States. These projects would produce petrochemical intermediates and finished products in the fields of plastics, synthetic fibers, synthetic rubber, and industrial alcohols for internal use in Iran and for exports.

The United States side expressed its willingness to facilitate the participation of United States firms in the further development of the petrochemical industry in Iran.

C. Export Refinery

The Commission took note of the current negotiations between the National Iranian Oil Company and United States concerns in connection with the establishment in Iran of a large scale export refinery to supply refined petroleum products to the United States market.

The two sides regarded the satisfactory conclusion of these negotiations as beneficial to cooperation in the field of energy between the two countries. The United States side expressed its readiness to encourage and support the United States concerns in their efforts to finalize this project.

D. Electronics

The Commission took note of the progress already made for cooperation between the two countries in the establishment of a domestic, fully integrated, advanced technology electronics industry in Iran. The two sides agreed to continue their joint efforts for the development of this project to meet the internal needs of Iran and other markets.

E. Housing

The Iranian side stated its readiness to place orders in the United States for 20 factories to manufacture prefabricated housing elements, as well as for their ancillary plants. Each plant shall have the capacity to produce 1,000 housing units per annum.

The United States side welcomed this and expressed readiness to facilitate participation by the United States private sector in the construction, in Iran, of 100,000 apartments and housing units over a period of five years.

The Commission noted the discussion which took place in Tehran between the officials of the Iranian Ministry of Housing and Urban Development and the experts of the United States Department of Housing and Urban Development. These discussions will be actively pursued at the official level and with qualified United States firms, with a view to finalizing details of the projects.

F. Hospital Construction

The two sides agreed to facilitate the cooperation of the private sector in the construction in Iran of five fully-integrated hospitals with a total of 3,000 beds. The project includes the required facilities and equipment as well as management, doctors, nurses

and other personnel. It was agreed that the negotiations between the Iranian Ministry of Health and a team of United States experts will continue with a view to completing the appropriate agreements as soon as possible.

G. Infra-structure Projects

The United States side expressed its interest to have the United States private sector actively participate in the implementation of Iran's development plan with special emphasis on infra-structure projects such as urban transportation, highways, airports, railroads and ports.

The Iranian side welcomed the United States interest and invited bids on competitive terms for the above projects.

H. Private Investment Agreements

The Commission also noted that concurrent with its meeting, agreements in principle were signed between Iranian and United States private interests for the production of graphite electrodes, sanitary wares and trailers and the establishment of a hotel chain in Iran.

I. Future Meetings

It was agreed that the Committee on Economic Affairs and Finance, which is to meet within three months in Washington, shall also decide on specific industrial cooperation measures to be recommended in order to make possible the realization of the foregoing objectives.

INVESTMENT AND FINANCE

The Commission agreed that long-term investment from each country in the economy of the other should be on terms and conditions assuring mutual benefits. Such investments should take place within the framework of the rules and regulations prevailing in each country. The Commission further agreed on the importance of public awareness of the nature and objectives of the investment policies of the two countries.

To this end, the two parties agreed to revise the existing agreement on the Promotion and Reciprocal Protection of Investment between the two countries in a manner that would conform to the present economic realities in the two countries.

The Commission agreed that representatives of the Organization for Investment and Foreign Assistance of Iran and the Overseas Private Investment Corporation of the United States should meet as soon as possible to discuss the means of improving the present procedures for investment insurance by United States firms in Iran.

The two parties discussed practices which may affect the operation of free market forces in determining capital flows and the allocation of capital resources between the two countries. They agreed that the representatives of the Ministry of Economic Affairs and Finance of Iran and the United States Department of the Treasury and other appropriate agencies will meet in Washington within two months in order to conduct a detailed review of investment policies and practices.

The two sides agreed to cooperate actively in the development of the Iranian capital market and in the establishment of Iran as a financial center for the region. With this in mind it was agreed to recommend to the Iran-United States Joint Business Council that, when formed, it organize a financial conference in Tehran before the end of the current year, to which would be invited

high officials of the two governments as well as leaders of banking, insurance and other financial institutions.

AGRICULTURE

The Commission discussed the world-wide food situation and the urgent need to embark on a comprehensive program designed to increase agricultural production. With this in mind, the two sides agreed to cooperate to attain greater food production as well as storage in Iran to meet Iran's and, where possible, regional requirements.

Such cooperation shall include:

(a) the development in Iran of a center for agricultural technology to serve Iran and other countries in the region;

(b) formulation of extensive programs for the production in Iran of fertilizers, pesticides, as well as agricultural machinery to meet regional requirements;

(c) selection of an agricultural region in Iran for the purpose of increasing productivity through the application of United States technical know-how and expertise; it is intended that this program will be carried out by an Iran-United States private body or by an Iranian public body to be established for this purpose;

- (d) construction of port facilities for disembarkation of feed and agricultural commodities;
- (e) establishment of a complex comprising feed mill and oil extraction units, cold storage facilities and other related agro-industries;
- (f) the establishment of an agricultural complex in an arid region of Iran;
- (g) construction of storage and distribution facilities;
- (h) soil and water conservation, management and irrigation;
- (i) forest and range management and development;
- (j) animal disease eradication and pest control.

The governments of the two countries will exchange on a regular basis economic information, including forward estimates of supply, demand and trade for major agricultural commodities in order to insure harmonious development of trade in agricultural products. In order to promote stability in commodity markets, and to assure Iran's access to food and feed supplies and agricultural inputs from the United States, the United States side agreed to

encourage the conclusion of long-term purchasing agreements between the concerned Iranian agencies and private United States exporters, and to take appropriate steps to facilitate reasonable access to United States agricultural supplies.

A joint working group on agricultural trade will meet once a year.

Iran agrees, in principle, to invest in the field of agriculture in the United States, especially in on-going and operational United States agricultural firms and enterprises.

The Commission agreed to undertake cooperative arrangements to provide Iran data and information from satellites and processing facilities in the following specific areas:

- (a) Data gathering systems
- (b) Data transmission and communication
- (c) Data processing and training

The two sides agreed on extensive cooperation in agricultural research. Such cooperation should include exchange of research information between the research centers of the countries, the improvement of the technical aspects of research programs in Iran, and the development of an information center in Iran for agricultural research.

The two sides further agreed on extensive cooperation in a program of manpower training to meet Iran's requirements in such areas as livestock, crops, agronomy, irrigation and drainage, forestry, food technology and marketing.

SCIENCE, TECHNOLOGY AND EDUCATION

The Commission recognized the importance of enhancing cooperation between institutions in Iran and the United States, with particular emphasis on promoting sister-institution relationships and the establishment and improvement of research centers in Iran. The Commission further recognized the utility of exchanges and the sharing of experience through visits and information exchanges as an initial means to intensify cooperation.

In the areas discussed, the Commission decided the following:

1. Oceanography

Recognizing the increasing importance of the oceans, their resources and environmental health, in all aspects of human endeavor and well being, oceanography was identified as an area of cooperation under the auspices of the Joint Commission, with the formation of one or

more centers of ocean study and education in Iran as an ultimate goal.

As a first step, an Iranian team will visit the United States for several months of orientation and study, with the purpose of determining the nature and scope of problems which are being addressed in the United States.

Subsequently, a joint working group of experts will be organized for the following purposes:

- 1) to examine those specific elements of oceanography of major interest to Iran, and
- 2) to propose specific projects on agreed elements for the purpose of augmenting the scientific capabilities available in Iran for application to these elements.

2. Seismic Studies, Geological and Mineral Surveys

(a) A team of Iranian geophysic research experts shall visit the National Center for Earthquake Research at Menlo Park, California and selected universities for the purpose of establishing detailed arrangements for joint research and the training of Iranian scientists.

(b) A visit to Iran will be made by one or more experts in exploration geophysics to identify fields of activity of particular interest to the Government of Iran, and to evaluate facilities, personnel, and equipment.

Educational institutions in the United States that provide specialized training in geophysical techniques of interest to the Government of Iran will be identified by the United States side.

United States experts in selected fields of geophysics should provide instruction in techniques in Iran.

(c) In the field of geological and mineral surveys, a close cooperation between the governments of Iran and the United States, or between their appropriate governmental agencies, will be established in a broad range of geological surveying and evaluation of mineral resources, including utilization of information obtained from satellites as well as training programs both in Iran and the United States.

3. Remote Sensing Applications

The Iranian side agreed to submit a set of specific proposals to the United States side for the exchange of information and training in this field and to designate an agency as the coordinating body for inter-governmental cooperation in utilizing remote sensing data. The Commission agreed that representatives of

the two sides shall subsequently meet in order to discuss the extent and details of cooperation in this respect.

4. Radio Astronomy

The two sides agreed to cooperate in the establishment of a center in Iran to attract highly qualified international scientists for joint research by the two countries in the field of radio astronomy.

5. Education

(a) The United States Government agreed to undertake a special study of ways to facilitate the establishment of relations between Iranian and United States institutions of higher learning. This study will include a careful assessment of areas of possible cooperation and a review of both existing and anticipated institutional relationships.

(b) The two sides agreed to pursue the expansion of educational exchanges at the graduate student, research scholar, and professional levels. To this end, the binational program conducted under the Iranian-United States educational agreement of October 24, 1963 [¹] will be enlarged and modified to include cost-sharing arrangements. The United States will give special attention to the establishment

¹ TIAS 5451; 14 UST 1510.

of a faculty development program for Iranian institutions of higher education. The academic disciplines and the individuals to be included in this program will be proposed by the Iranian side in due course.

(c) The two sides agreed to cooperate in the counseling and orientation of, and the establishment of special language courses for Iranian students wishing to enter United States Universities and for United States students wishing to enroll in Iranian Universities.

(d) Both parties will share their experiences in regard to advances recently made in the methods of teaching courses in applied and natural sciences. Details of this cooperation are to be worked out with a team of Iranian educational experts to be sent to the United States.

(e) Public and private efforts to improve and enlarge Iranian and United States language and area study programs will be encouraged further. In this connection the Commission noted that an important regional conference on American Studies will be held in Tehran in the fall of 1975.

(f) It was agreed that the appropriate agencies of the two governments will also

examine possibilities of augmenting the two-way flow of students between Iran and the United States at both the pre-university and university levels.

(g) The United States will organize teams of experts in areas to be jointly defined which would consult with and advise authorities in the field of educational technology. This activity will include but will not be limited to a study of Iranian plans to utilize communication satellites for the television transmission of educational programs. Once specific areas are agreed upon, the United States should proceed expeditiously to establish appropriate advisory groups.

(h) Cooperation in the field of education shall also include programs to train teachers of teachers. The areas of special needs will be identified by the Iranian side and will form the basis for a program of action.

MANPOWER AND TECHNICAL COOPERATION

The Commission agreed that the two countries shall cooperate in the establishment of the following institutions in Iran, on a turn-key basis, with the cooperation of the United States private sector:

- (a) 150 mobile vocational training centers for training 30,000 workers annually;
- (b) Ten specialized vocational training centers to train 10,000 skilled workers annually for various industries and a center for the development and production of vocational training curriculum materials;
- (c) Ten technical high schools for training of technicians and a center for the development and production of technical education curriculum materials; and
- (d) A center for training instructors for technical and vocational schools and centers.

It was agreed that the Ministry of Labor and Social Affairs of Iran and the United States Department of Labor shall cooperate in the expansion of the network of employment offices, the extension and diversification of labor statistics, and the establishment of unemployment insurance in Iran. With the participation of the United States private sector, the two sides shall also cooperate in the establishment of 200 mobile employment offices in Iran.

The United States side expressed its readiness to arrange opportunities for reimbursable training at job sites of 2,000 Iranians

in public and private sectors in the United States, particularly in the fields of petrochemicals, electronics, agriculture, public health and mining.

The two sides agreed to cooperate in the establishment in Iran of a research and educational center for occupational safety and health.

The Commission decided that experts of the two sides shall meet in Tehran within four months to discuss the details of cooperation in the areas of manpower and technical cooperation.

The Commission expressed the hope that the Agreement on Technical Cooperation, signed with these Agreed Minutes, would facilitate and expand collaboration between the two countries. The agreement will regulate the terms under which bilateral technical cooperation will be carried out between the two sides.

NEXT SESSION

It was agreed to hold the Third Session of the Joint Commission in Tehran in 1975 on a date to be agreed upon in due course.

Done in Washington on the 4th of March,
1975 in duplicate copies in English, both being
equally authentic.

Leader of the United States Delegation



Henry A. Kissinger
Secretary of State

Leader of the Iranian Delegation



Hushang Ansary
Minister of Economic Affairs
and Finance

ANNEX 1

Iran-United States Joint Commission
Washington, March 3-4, 1975Iranian Delegation

His Excellency Hushang Ansary
Minister of Economic Affairs and Finance

His Excellency Akbar Etemad
Assistant to the Prime Minister and
Head of the Atomic Energy Organization

His Excellency Hassan Ali Mehran
Senior Deputy Minister
Ministry of Economic Affairs and Finance

His Excellency Bagher Mostofi
Managing Director
National Iranian Petrochemical Company

His Excellency Parviz Mina
Member of the Board
National Iranian Oil Company

His Excellency Hossein Sepehri
Deputy Minister
Ministry of Agriculture and Natural Resources

His Excellency Bahman Parsa
Deputy Minister
Ministry of Science and Higher Education

His Excellency Fereydoun Nasseri
Deputy Minister
Ministry of Labor and Social Affairs

His Excellency Parviz Hekmat
Deputy Manager for Technical Affairs
Plan and Budget Organization

Vice Admiral Abolfath Ardalan
Managing Director
Iran Electronic Industries

Mr. Alireza Arouzi
Advisor to the Minister of Commerce

Miss Afsar Afsari
Deputy Director General for International
Affairs and Chief of Protocol
Ministry of Economic Affairs and Finance

Mr. Massoud Moussavi
Deputy Director General
Office of Economic Cooperation
Ministry of Economic Affairs and Finance

TIAS 8042

ANNEX 2

Iran-United States Joint Commission
Washington, March 3-4, 1975United States Delegation

Dr. Henry A. Kissinger
Secretary of State

Robert S. Ingersoll
Deputy Secretary of State

Charles W. Robinson
Under Secretary of State
for Economic Affairs

Dr. Robert C. Seamans, Jr.
Administrator, Energy Research and
Development Administration

John K. Tabor
Under Secretary of Commerce

Richard K. Schubert
Under Secretary of Labor

Alfred L. Atherton, Jr.
Assistant Secretary of State
for Near Eastern and South Asian Affairs

Dr. Dixy Lee Ray
Assistant Secretary of State
for Oceans and International Environmental
and Scientific Affairs

Gerald L. Parsky
Assistant Secretary of the Treasury
for Trade, Energy and Financial Resources
Policy Coordination

Robert Binder
Assistant Secretary of Transportation

Dr. Quentin M. West
Administrator, Economic Research Service,
Department of Agriculture

Jack C. Miklos
Minister-Counselor
American Embassy, Tehran

AUSTRALIA

Aerospace Disturbances: Transfer of Research Facility

*Agreement effected by exchange of notes
Signed at Canberra January 31 and February 26, 1975;
Entered into force February 26, 1975.*

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

EMBASSY OF THE UNITED STATES OF AMERICA

CANBERRA, January 31, 1975

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of Australia and the Government of the United States of America effected by an Exchange of Notes on 12 April, 1965, [¹] regarding the establishment and operation of a facility at the R.A.A.F. Base at Amberley, Queensland, and the extension of an existing facility at the R.A.A.F. Base at Pearce, Western Australia (the latter facility now being covered by an Exchange of Notes of 31 October, 1972, between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland) for the purpose of measuring the physical effects of disturbances in the atmosphere or in space.

As a result of recent discussions which have taken place between representatives of our two Governments, the Government of the United States of America discontinued operation of the facility at the R.A.A.F. Base at Amberley on 15 July, 1974. This facility, which uses infra-sound techniques to study activity in the upper reaches of the atmosphere and outer space, has been transferred to the Australian National University for use in the study of these phenomena, including auroral activity, and their relations to weather and communications. Prior to their departure from Australia, United States Air Force personnel stationed at the R.A.A.F. Base at Amberley provided technical assistance to the Australian National University in the re-

¹ TIAS 5801; 16 UST 740.

establishment of the facility at Tennant Creek where it can be combined with other University activities. The transfer of the facility to the Australian National University having been completed, the Government of the United States of America shall have no further right, title, or interest in the facility, nor has it any further responsibility for its operation or maintenance.

The Australian National University will have unrestricted use of data derived from its operation of the facility. Such data which indicates possible nuclear activity however, and thus is of possible value in monitoring compliance with the 1963 Treaty Banning Nuclear Weapon Tests in the Atmosphere, in Outer Space and Under Water,^[1] will be transmitted to the Government of the United States of America for study. It is understood that the Australian Government may have a requirement for this data and that it will enter into an arrangement with the Australian National University for provision of this data upon request.

The Australian National University will also undertake a research program into upper atmospheric and atmospheric activities and disturbances pursuant to a scientific research grant which has been negotiated with the University under which it is anticipated that the United States Air Force will contribute a total of US\$91,800 over a period of three years. Any action required to be taken under the terms of this of this proposal will be subject to the availability of appropriated funds.

If the foregoing is acceptable to the Government of Australia, I have the honor to propose that this note and your affirmative reply thereto shall constitute an Agreement between our two Governments which shall terminate the aforementioned Agreement effected by the Exchange of Notes of 12 April, 1965, as well as the Agreement of 3 January, 1964, [2] referred to therein.

This Agreement shall enter into force upon the date of your reply. Accept, Excellency, the assurances of my highest consideration.

WILLIAM C. HARROP

William C. Harrop
Charge d'Affaires a.i.

Senator

The Honorable

DONALD ROBERT WILLESEE

Minister for Foreign Affairs
Canberra, A.C.T.

¹ TIAS 5433; 14 UST 1313.

² TIAS 5510; 15 UST 1.

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



MINISTER FOR FOREIGN AFFAIRS

CANBERRA

26 February 1975

Sir,

I have the honour to acknowledge receipt of your Note of 31 January 1975, the text of which reads as follows:

"I have the honor to refer to the Agreement between the Government of Australia and the Government of the United States of America effected by an Exchange of Notes on 12 April, 1965, regarding the establishment and operation of a facility at the R.A.A.F. Base at Amberley, Queensland, and the extension of an existing facility at the R.A.A.F. Base at Pearce, Western Australia (the latter facility now being covered by an Exchange of Notes of 31 October, 1972, between the Government of Australia and the Government of the United Kingdom of Great Britain and Northern Ireland) for the purpose of measuring the physical effects of disturbances in the atmosphere or in space.

As a result of recent discussions which have taken place between representatives of our two Governments, the Government of the United States of America discontinued operation of the facility at the R.A.A.F. Base at Amberley on 15 July, 1974. This facility, which uses infra-sound techniques to study activity in the upper reaches of the atmosphere and outer space, has been transferred to the Australian National University for use in the study of these phenomena, including auroral activity, and their relations to weather and communications. Prior to their departure from Australia, United States Air Force personnel stationed at the R.A.A.F. Base at Amberley provided technical assistance to the Australian National University in the re-establishment of the facility at Tennant Creek where it can be combined with other University activities. The transfer of the facility to the Australian National University having been completed, the Government of the United States of America shall have no further right, title, or interest in the facility, nor has it any further responsibility for its operation or maintenance.

The Australian National University will have unrestricted use of data derived from its operation of the facility. Such data which indicates possible nuclear activity however, and thus is of possible value in monitoring compliance with the 1963 Treaty Banning Nuclear Weapon Tests in the Atmosphere, in Outer Space and Under Water, will be transmitted to the Government of the United States of America for study. It is understood that the Australian Government may have a requirement for this data and that it will enter into an arrangement with the

Australian National University for provision of this data upon request.

The Australian National University will also undertake a research program into upper atmosphere and atmospheric activities and disturbances pursuant to a scientific research grant which has been negotiated with the University under which it is anticipated that the United States Air Force will contribute a total of \$US91,800 over a period of three years. Any action required to be taken under the terms of this proposal will be subject to the availability of appropriated funds.

If the foregoing is acceptable to the Government of Australia, I have the honor to propose that this note and your affirmative reply thereto shall constitute an Agreement between our two Governments which shall terminate the aforementioned Agreement effected by the Exchange of Notes of 12 April, 1965, as well as the Agreement of 3 January, 1964, referred to therein.

This Agreement shall enter into force upon the date of your reply."

I have the honour to inform you that the foregoing is acceptable to the Government of Australia and that your Note together with this reply shall constitute an Agreement between our two Governments which will terminate the Agreements between our two Governments of 12 April 1965 and 3 January 1964 referred to in your Note and which will enter into force on today's date.

Please accept, Sir, the assurances of my high consideration.



Mr William Harrop,
Charge d'Affaires a.i.,
Embassy of the United States of America,
YARRALUMLA. A.C.T. 2600

**UNITED NATIONS HIGH COMMISSIONER
FOR REFUGEES**

Refugee Relief in South Viet-Nam and Laos

*Agreement signed at Washington and Geneva November 13 and
December 2, 1974;*

Entered into force December 2, 1974.

And amending agreements

Signed at Geneva December 16, 1974;

Entered into force December 16, 1974.

And signed at Geneva February 5 and 10, 1975;

Entered into force February 10, 1975.

DEPARTMENT OF STATE
AGENCY FOR INTERNATIONAL DEVELOPMENT
WASHINGTON, D.C. 20523

NOV 13 1974

Mr. Charles Mace
Office of the United Nations High
Commissioner for Refugees
Palais des Nations
Geneva, Switzerland

Grant No. EAB 1-75
PIO/T No. 6858400

Dear Mr. Mace:

- 1). The Office of the United Nations High Commissioner for Refugees ("UNHCR"), with the support of other international donors and the respective host government, has under way in Indochina a program of assistance for displaced and uprooted persons, whom the Government of the United States of America wishes to assist hereby in South Vietnam and in Laos.
- 2). Pursuant to the Foreign Assistance Act of 1961, as amended, [¹] A.I.D. hereby grants to UNHCR the sum of five hundred thousand United States dollars (\$500,000), to be used for assistance to displaced and uprooted persons in South Vietnam and Laos, with a view to their settlement or resettlement in largely rural, economically viable communities emphasizing self-help by the inhabitants. Such assistance will include, as appropriate, assistance in community development plans and infrastructure; necessary housing, including self-help housing; agricultural development assistance, including self-help agricultural efforts, and rural technical agricultural centers. Funds granted hereunder may be used by Grantee for assistance to displaced and uprooted persons in the area of South Vietnam nominally controlled by the Provisional Revolutionary Government only if such assistance is channeled to such persons other than to or through the Provisional Revolutionary Government.

¹ 22 U.S.C. § 2151 note.

3). All expenditures by UNHCR of funds granted hereunder must be made no later than July 31, 1975, or such later date as A.I.D. may agree to in writing. Any funds disbursed to but not expended by UNHCR and in the custody of UNHCR at the time of expiration or termination of this Agreement shall be refunded to A.I.D.

4). A. Two English language copies each of the interim, the final and any special reports on this program, prepared by the UNHCR, will be furnished to A.I.D./Washington and to the A.I.D. Missions in South Vietnam and in Laos by UNHCR no later than thirty days following the issuance of such reports.

UNHCR will prepare and submit to A.I.D./Washington quarterly financial reports reflecting the cumulative donations to date by source, and the cumulative expenditures to date by country program and to undistributed, holding or overhead accounts.

UNHCR will mail the first of these financial reports to arrive in A.I.D./Washington no later than January 15, 1975.

B. It is understood that in accordance with the financial regulations and rules of the U.N., these funds will be utilized through a U.N. special account or accounts along with all contributions made by other governments. It is also understood that this account or accounts will be audited in accordance with established procedures under appropriate provisions of the financial regulations and rules of the U.N., and that A.I.D. will be provided with copies of the regular audit reports of the U.N.

C. UNHCR will direct its principal representatives in South Vietnam and in Laos to keep the A.I.D. Missions' Social Welfare Offices informed of all significant developments affecting the execution of UNHCR's program.

5). These funds will be made available through a Federal Reserve Bank Letter of Credit to be drawn down by UNHCR as the need for cash arises. The procedure governing the establishment of the letter of credit and the draw down of funds made available under the letter of credit is outlined in attachment "Disbursement of Funds." A.I.D. may also make disbursements upon such other terms and conditions as may be agreed on in writing between A.I.D. and UNHCR.

6). Please indicate your acceptance of this grant by signing this letter at the appropriate place below and returning it to us.

The United States of America

[¹]

By:

Garnett A. Zimmerly

Title: Acting Assistant Administrator

Bureau for East Asia

Agency for International Development

The Office of the United Nations High Commissioner for Refugees

[²]

By:

Charles H. Mace

Title:

Deputy High Commissioner for Refugees

¹ Garnett A. Zimmerly

² Charles H. Mace. Signature affixed at Geneva Dec. 2, 1974.

DISBURSEMENT OF FUNDS

A. A.I.D. shall open a Federal Reserve Letter of Credit in the amount of this grant against which the Grantee may present payment vouchers. Funds drawn by the Grantee against the Federal Reserve Letter of Credit shall be only in such amounts as may be needed to meet current program expenditures under the grant, and such drawdowns shall be made as close to the day of actual expenditure as is administratively feasible. Within the foregoing ceiling amount, the amount of any payment voucher shall not in any event be less than \$10,000 nor more than \$250,000.

B. In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

C. Procedure for Grantee.

1. After arranging with a commercial bank of its choice for operation under this Letter of Credit and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the A.I.D. Office of Financial Management (SER/FM/RSD) three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit" signed by those official(s) authorized to sign payment vouchers against the Federal Reserve Letter of Credit and by an official of the Grantee who has authorized them to sign.

2. After execution of the grant, the Grantee shall receive one certified copy of the Federal Reserve Letter of Credit.

3. The Grantee shall confirm with its commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.

4. To receive payment, the Grantee shall:

(a) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

(b) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(c) Present the original, duplicate and triplicate copy of the Form TUS 5401 to its commercial bank.

(d) Retain the quadruplicate copy of the voucher.

5. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

6. In preparing the payment voucher, the Grantee shall assign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

Cash on hand prior to preceding advance \$ _____

Plus amount of last advance on TUS
5401 No. _____

Less total payments subsequent to last
advance _____

Equals cash on hand prior to receiving
current advance on TUS 5401 No. _____

7. A report of expenditures shall be prepared and submitted semi-annually to A.I.D. Office of Financial Management (SER/FM/RSD). This Report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services other than Personal", shall be supported by certifications, listing of expenditures against withdrawals and documentation as required.

8. Simultaneously with the submission of the report of expenditures the Grantee shall submit to SER/FM/RSD a status report on the Federal Reserve Letter of Credit as of the close of the periods covered by the report of expenditures. The report is prepared in the following format:

Federal Reserve Letter of Credit No. _____

1. Total amount of Federal Reserve
Letter of Credit _____

2. Payment Vouchers presented against
Federal Reserve Letter of Credit _____

3. a. Credited prior to reporting period _____
- b. Credit during reporting period
TUS 5401 Nos. _____ through _____
inclusive _____
- *c. Presented but not credited, TUS
5401 Nos. _____ through _____
inclusive _____

*Itemize any payment vouchers reported in Item 3c as presented but not credited. [Footnote in the original.]

[AMENDING AGREEMENTS]

UNITED STATES MISSION TO INTERNATIONAL ORGANIZATIONS
GENEVA, SWITZERLAND

December 16, 1974

Mr. Charles Mace
Office of the United Nations High
Commissioner for Refugees
Palais des Nations
Geneva, Switzerland

Dear Mr. Mace:

I take pleasure in informing you that the Agency for International Development would like, as a further expression of its support of UNHCR's program in South Vietnam and Laos, to increase its grant to UNHCR and extend the expenditure period provided for in that grant, dated November 13, 1974. Subject to your acceptance, we would like to change the terms of the grant as follows:

In the first sentence of paragraph 2, the phrase "the sum of five hundred thousand United States dollars (Dols. 500,000)" is hereby amended to read: "the sum of one million United States dollars (Dols. 1,000,000)."

In the first sentence of paragraph 3, the phrase "no later than July 31, 1975" is hereby amended to read: "no later than August 31, 1975."

Please indicate your acceptance of this amendment to the grant by signing the original and a copy of this letter in the space provided and returning the original to us. The copy is provided for your files.

Sincerely yours,

Francis L. Dale
Ambassador

The Office of the United Nations High Commissioner for Refugees

By: Charles H. Mace

Title: Deputy High Commissioner for Refugees

TIAS 8044

UNITED STATES MISSION TO INTERNATIONAL ORGANIZATIONS
GENEVA, SWITZERLAND

February 5, 1975

Mr. Charles Mace
Office of the United Nations High
Commissioner for Refugees
Palais des Nations
Geneva, Switzerland

Dear Mr. Mace:

I take pleasure in informing you that the Agency for International Development would like, as a further expression of its support to UNHCR's program in South Vietnam and Laos, to increase its Grant No. EAB 1-75 to UNHCR and extend the expenditure period provided for in that grant, dated November 13, 1974, and subsequently amended on December 16, 1974. Subject to your acceptance, we would like to change the terms of the grant as follows:

In the first sentence of paragraph 2, the phrase "the sum of one million United States dollars (Dols. 1,000,000)" is hereby amended to read: "the sum of two million United States dollars (Dols. 2,000,000)."

In the first sentence of paragraph 3, the phrase "no later than August 31, 1975" is hereby amended to read: "no later than December 31, 1975."

In the attachment to the grant "disbursement of funds" in paragraph A the phrase "nor more than Dols. 250,000" is hereby amended to read: "nor more than Dols. 500,000."

Please indicate your acceptance of this amendment to the grant by signing the original and a copy of this letter in the space provided and returning the original to us. The copy is provided for your files.

Sincerely yours,

Francis L. Dale
Ambassador

The Office of the United Nations High Commissioner for Refugees

By: Charles H. Mace [¹]

Title: Deputy High Commissioner

¹ Signature affixed Feb. 10, 1975.

SAUDI ARABIA

Investment Guaranties

*Agreement signed at Washington February 27, 1975;
Entered into force April 26, 1975.*

AGREEMENT ON GUARANTEED PRIVATE INVESTMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE ROYAL KINGDOM OF SAUDI ARABIA

The Government of the United States of America and the Government
of the Royal Kingdom of Saudi Arabia agree as follows:

1. In order to increase participation by United States private enterprise in projects bringing new technology to Saudi Arabia, persons eligible under applicable United States legislation may be issued guaranties by the United States Government against loss due to specified risks relating to contracts or investments in Saudi Arabia which are approved by the Government of Saudi Arabia (hereinafter, "guaranties"). The Government of the United States of America agrees that a contract or investment shall be deemed approved for purposes of this Agreement only if entered into with the Government of Saudi Arabia, or an agency thereof, or otherwise approved in accordance with the applicable laws and regulations of Saudi Arabia.

2. The Government of Saudi Arabia agrees that, with respect to guaranties issued in accordance with this Agreement, the Overseas Private Investment Corporation or any similar public agency of the Government of the United States of America which has made payments pursuant to such guaranties or has received assignments in connection therewith shall be recognized as succeeding to the rights of the guaranteed person or firm.

3. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be resolved, 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 arbitral tribunal for resolution in accordance with paragraph 3(c).

(b) Any claim, arising out of any contract or investment for which a guaranty has been issued in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted to negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted, at the request of either Government, to an arbitral tribunal for resolution in accordance with paragraph 3(c).

(c) The arbitral tribunal for resolution of disputes pursuant to paragraphs 3(a) and 3(b) shall be established and function as follows:

(i) 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 appointments are not made within the foregoing time limits, 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.

(ii) The arbitral tribunal shall base its decision on the applicable principles and rules of public international law. The arbitral tribunal shall decide by majority vote. Its decision shall be final and binding. Only the two Governments may request the arbitral procedure and participate in it.

(iii) Each of the Governments shall pay the expense of its arbitrator and of 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 regulations concerning the costs, consistent with the foregoing.

(iv) In all other matters, the arbitral tribunal shall regulate its own procedures.

4. 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 such guaranties, but in no case longer than twenty years after the termination of the Agreement.

5. This Agreement shall enter into force on the date of the note by which the Government of Saudi Arabia confirms to the Government of the United States of America that the Agreement has been approved in conformity with the applicable laws and procedures of the Government of Saudi Arabia. [1]

¹ Apr. 26, 1975.

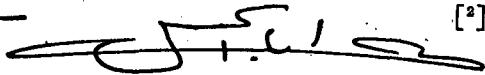
DONE at Washington, in duplicate, in the English and Arabic languages this twenty-seventh day of February, 1975, corresponding to 16 Safar, 1395 H.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

FOR THE GOVERNMENT OF THE
ROYAL KINGDOM OF SAUDI ARABIA:

[1]

[2]



¹ William E. Simon

² Muhammad Aba al-Khayl

يتم تعيين المحكمين خلال المهلة المذكورة، يجوز لأى من الحكومتين فى غياب أى اتفاق آخر أن يتطلب من رئيس مكينة العدل الدولية اجراء التعيين أو التمهينات اللازمة. وتوافق الحكومتان على قبول مثل هذا التعيين أو التمهينات.

٢ - تستند هيئة التحكيم فى قرارها الى البيانات والقواعد المعمول بها فى القانون الدولى العام وستخفذ قراراتها بأغلبية الاصوات، وسيكون قرارها نهائياً وطلزاً، ولا يحق لغير الحكومتين طلب التحكيم الاشتراك فيه.

٣ - تدفع كل من الحكومتين ثقابات محكمها، وتکاليف تشيلها فى الاجراءات امام هيئة التحكيم اماستفقات الرئيس وغير ذلك من التكاليف فتدفعها الحكومتان بالتساوی ويجوز لهيئة التحكيم وضع قواعد بمقتضى التكاليف تتسمى بمقتضى ما ذكر.

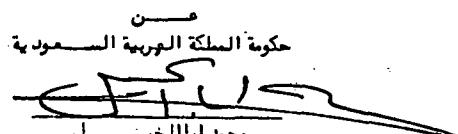
٤ - تبسط هيئة التحكيم اجراءاتها العامة بما بالنسبة لجميع المسائل الاخرى.

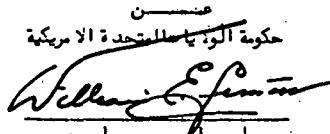
٤ - ستطيل هذه الاتفاقية نافذة المعمول الى ما بعد ستة شهور من تاريخ استلام مذكرة شمر فيها احدى الحكومتين الحكومة الاخرى بنتهيا فى عدم البقاء طرفاً فى الاتفاقية، وفي هذه الحالة فان احكام الاتفاقية بالنسبة للتشريعات التي منحت اثناً سريان معمولها. ستبقى نافذة طيلة أحد هذه الفمسنات، ولكنها لن تتد بأى حال من الاحوال اكثر من احوال اثنتين سنة بعد انتهاء

الاتفاقية.

٥ - تصبح هذه الاتفاقية سارية المفعول اعتباراً من تاريخ المذكورة التي توّد فيها حكومة المملكة العربية السعودية لحكومة الولايات المتحدة الامريكية موافقتها على هذه الاتفاقية وفقاً للادلة والاجراءات المعمول بها في المملكة العربية السعودية.

حرر في واشنطن في اليوم السابع والعشرين من فبراير ١٩٧٥ م
الموافق للسادس عشر من شهر صفر سنة ١٣٩٥ هـ

من
حكومة المملكة العربية السعودية

محمد عبدالعزيز
وزير الدولة للشؤون المالية والاقتصاد الوطني

من
حكومة الولايات المتحدة الامريكية

William Simon
وليام سيمون
وزير الخزانة

بهدف زيارة مشاركة الشركات الناشئة الأمريكية في المعارض الـ ١٠٢ المقامة في ادنوك التكنولوجيا
الحديثة الى المملكة العربية السعودية، فإن الاستئجار من المستوفين للشروط وفقاً للشروط
الأمريكي يجوز أن يحصل على مسحات من جانب حكومة الولايات المتحدة لـ ١٠٢ أمريكا ضد الخسارة
الناتجة عن اختيار مرتقبة بمحنة استئجارها في المملكة العربية السعودية ملخصاً على ملخصاً
من الحكومة الأمريكية السعودية (تعرف فيما يلي بالمسحات) . توافق حكومة الولايات
المتحدة الأمريكية على أن لا تعتبر أي عقد أو استئجار مسحات على لغرافي هذه الاتفاقية
إلا إذا كان مبرراً من الحكومة الأمريكية السعودية أو أحدى الجهات المزدوجة من قبلها
طبقاً للقوانين والأنظمة المطبقة في المملكة العربية السعودية .

توافق الحكومة العربية السعودية على انه بالذريعة للدعايات المنسوجة طبقاً لهذه الاتفاقية
فان موسم الاستشارات الخامسة لها برأي البحار أولية ادارة عامه مائلة في حكمه الولايات
ال المتحدة الأمريكية سبق لها تبليغها بفعالية وفتاوى مثل هذه الدعايات أو تلقى
مهما مرتبطة بها سيمترن بها خلطاً لحقوق الشخص أو الشركة المضونبة .

١ - الخلوات التي تنشأ بين الحكومتين فيما يتعلق بتأديب احكام هذه الاتفاقية هيء فيهم ما يمكن ذلك، عن طريق المفاوضات بينهما. فانما تتعذر حل مثل هذا الخلاف خلال ثلاثة الاشهر التالية لطلب المفاوضات، يعرض الخلاف بطلب من أي من الحكومتين على هيئة تحكيم للبت فيه طبقاً للفقرة (ج) .

ب - إن أي ادعاء ينطلي عن أي عقد أو استئجار صدر له ضمان بموجب هذه الاتفاقية، ضد أي من الحكومتين، وبشكل في نظر الحكومة الأخرى قضية لها صناس بالقانون الذي ينطلي عليه العصام بحال المفاوضات بطلب من الحكومة صاحبة الادعاء^٣. وإنما لم تتمكن الحكومتان من المبتنى على الادعاء بالتراخيص بينهما بعد انتفاء ثلاثة أشهر من طلب التفاوض، فإن الادعاء بما في ذلك مسألة ما إذا كان يشكل الادعاء قضية لها علاقة بالقانون الدولي العصام، بحال بطلب من أي من الحكومتين على هيئة تحكيم للبيت فيه طبقاً للنفقة ٣ (ج) .

ج - ان هيئة التحكيم لتسوية المنازعات طبقاً للمقتضيات ٢ (١) و ٢ (ب) تشكل وتعمل على النحو التالي :

١١ - تعین کل حکومه محکما واحدا و مختار هنوز نام الحکمان بالتراسبی بهینه رئیسا یکن
مواطنا من بلد ثالث و تعمینه الحکومتان، تعین المحکمان خلال شهرين والرئیس من
اخذل تاریخ شهمر من تاریخ استلزم سبب من ای من الحکومتین للترکیم. واذا السمت زنث

بِسْمِ الرَّحْمَنِ الرَّحِيمِ

اِتْفَاقُ

الاستثمارات الخامسة المضمنة

بَيْنَ

حكومة الولايات المتحدة الأمريكية

حكومة المملكة العربية السعودية

تم اتفاق بين حكومة الولايات المتحدة الأمريكية وحكومة المملكة العربية

المملكة العربية السعودية على ما يلى :

BANGLADESH
Agricultural Commodities

*Agreements amending the agreement of October 4, 1974,
as amended.*

Effectuated by exchange of notes

*Signed at Dacca February 28, 1975;
Entered into force February 28, 1975.*

And exchange of notes

*Signed at Dacca April 11, 1975;
Entered into force April 11, 1975.*

*The American Ambassador to the Bangladesh Secretary,
Planning Commission*

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, February 28, 1975

DEAR MR. SECRETARY:

I have the honor to refer to the Title I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended, November 8, 1974, December 2, 1974 and January 27, 1975,[¹] and propose the Agreement be further amended as follows:

In Part II, Item I, Commodity Table: (1) under the appropriate columns for wheat/wheat flour delete "200,000" and "\$36.0" and insert "550,000" and "\$93.0"; and (2) under total Export Market Value delete "\$120.5" and insert "\$177.5".

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

¹ TIAS 7949, 7973, 8016; 25 UST 2833, 3213; *ante*, p. 117.

I propose that this note and your reply concurring therein constitute an Agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D E BOSTER

Mr. M. SYEDUZZAMAN

Secretary

Planning Commission

Government of Bangladesh

Dacca

The Bangladesh Secretary, Planning Commission, to the American Ambassador



Mr. M. Syeduzzaman
Secretary

[1]

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
পরিকল্পনা বিষয়াবলী
(পরিকল্পনা কমিশন) [2]
বর্কা

D.O.No.179/ERD-II/USA(PL-480)-1/75. February 28, 1975.

Excellency,

I have the honour to refer to the Title-I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended, November 8, 1974, December 2, 1974 and January 27, 1975 and we concur to the amendments as proposed in your note dated February 28, 1975 as follows :—

In Part II, Item I, Commodity Table: (1) under the appropriate columns for wheat/wheat flour delete "200,000" and "§ 36.0" and insert "550,000" and "§ 93.0"; and (2) under total Export Market Value delete "§120.5" and insert "§177.5".

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

This note in reply concurring to the proposals as mentioned in your note of February 28, 1975 constitutes an Agreement between our two Governments effective this date.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

[Signature]
(M. Syeduzzaman)

H.E.Mr. Davis E. Boster,
Ambassador,
Embassy of the USA in Bangladesh
C/O. American Embassy, Adamjee Court
Motijheel Commercial Area,
Dacca-2.

¹ In translation reads: "Government People's Republic of Bangladesh".

² In translation reads:

"Government People's Republic of Bangladesh
Ministry of Planning
(Planning Commission)
Dacca"

*The American Ambassador to the Bangladesh Secretary,
Planning Commission*

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, April 11, 1975

DEAR MR. SECRETARY:

I have the honor to refer to the Title I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended November 8, 1974, December 2, 1974, January 27, 1975 and February 28, 1975, and propose the Agreement be further amended as follows:

In Part II, Item 1, Commodity Table: (1) under the appropriate columns for rice delete "200,000" and "\$84.5" and insert "300,000" and "\$124.7", and (2) under total Export Market Value delete "\$177.5" and insert "\$217.7".

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

I propose that this note and your reply concurring therein constitute an Agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D E BOSTER

Mr. M. SYEDUZZAMAN

Secretary

Planning Commission

Government of Bangladesh

Dacca

The Bangladesh Secretary, Planning Commission, to the American Ambassador



Mr. M. Syeduzzaman
Secretary

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
পরিকল্পনা মন্ত্রণালয়
(পরিকল্পনা কমিশন)
চালু

D.O. No 304/ERD-II/USA(PL-480)-1/75

April 11, 1975.

Excellency,

I have the honour to refer to the Title-I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended November 8, 1974, December 2, 1974, January 27, 1975 and February 28, 1975 and we concur to the amendments as proposed in your note dated April 11, 1975 as follows:

In part II, Item I, Commodity Table: (1) under the appropriate columns for rice delete "200,000" and "84.5" and insert "300,000" and "124.7", and (2) under total Export Market Value delete "177.5" and insert "217.7".

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

This note in reply concurring to the proposals as mentioned in your note of April 11, 1975 constitutes an Agreement between our two Governments effective this date.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

(M. Syeduzzaman)

H.E. Mr. Davis E. Boster
Ambassador
Embassy of the USA in Bangladesh
Adamjee Court, Motijheel Commercial Area
Dacca-2.

Bengali Text of the Bangladesh Note

ঘনান এম. শাইল্জুজ্বান
সচিব

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার

পরিকল্পনা মন্ত্রণালয়

(পরিকল্পনা কর্তৃপক্ষ)

ঢাকা

তি " ৩° নং ১০০৫/ই-ভার-তি-২/ইট-এম-এফি-এন-৩১০)-৬/৭৫ এন্ট্রিল ১১, ১৯৭৫।

মহাত্মন,

আমি আপনাকে পামাদের উত্তর সরকারের মধ্যে বিগত ৪/১০/৭৪ তারিখে
স্বাক্ষরিত এবং ৮/১১/৭৪, ২/১২/৭৪, ২৭/১/৭৫ ও ২৮/২/৭৫ তারিখে সংশোধিত
পি,এন-৪৮০ টাইটেন - ১, কৃষি পণ্য বিবন্ধ চুক্তি প্রসংগে নিখিলি। আপনার ১১/৩/৭৫
তারিখের গত্তে গ্রহণ্যিত পি,এন-৩৮০ টাইটেন - ১ চুক্তির ২য় অনুচ্ছেদ- ১ম আইটেম পণ্য
চালিকার নিম্ন নিখিল সংশোধনীতে পামাদের সমতি ঘোষণা করেছে:

- (১) চাটেজ বাবত যথাযথ কলামের মুক্তি "২ তফ টন" এবং "৮ টন" ৮৫
লক্ষ জ্বার" কাটিয়া "৩ তফ টন", এবং "১২ টন" ৭৫ লক্ষ জ্বার"
লেখা হউক, এবং
- (২) "ডোট রঞ্জনী বাজার মূল্য কলামে "১৭ টন" ৭৫ লক্ষ জ্বার" কাটিয়া
"২১ টন" ৭৭ লক্ষ জ্বার" লেখা হউক,

এই সংশোধনীর দ্বারা বিগত ৪/১০/৭৪ তারিখে স্বাক্ষরিত ধূ-চুক্তির অন্যান্য
শর্তবন্ধী অগ্রিমভিত্তি ঘোষণা করা হচ্ছে,

আপনার ১১/৩/৭৫ তারিখের গতে গ্রহণ্যিত উপরোক্ত সংশোধনীতে সমতি
জানাইল্লা আমার এই টিক্কি আপাদের উত্তর সরকারের মধ্যে একটি চুক্তিস্বূর্পে পরিষেবিত
হয়েছে। এই চুক্তি পাছে হয়েতে কোর্ট হইবে।

মহাত্মন, আপনি আপার সর্কার বিবেচনার গুরু প্রাপ্তি প্রদান করুন।

আপনার বিধৃত,
শাইল্জুজ্বান
 (এম. শাইল্জুজ্বান)

মহাত্মন

শিষ্টাচল ডেভিলপ ই. বিল্ডার
ব্রাষ্টার্ট, দামোদরান পুতোবাস
পামাদের কোর্ট, বিভিন্ন বাসিন্দিক এন্ট্রি,
চুক্তি-৩

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Air Charter Services

*Agreement extending the agreement of March 30, 1973, as amended
and extended.*

*Effectuated by exchange of notes, and the related letter of March 29,
1974.*

*Dated at London April 2 and 3, 1975;
Entered into force April 3, 1975.*

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

No. 5

LONDON, April 2, 1975

EXCELLENCY

I have the honor to propose that the Memorandum of Understanding forming a part of the air charter services agreement between our two governments, effected by exchange of notes of March 30, 1973, as amended and extended by exchange of notes of March 29, 1974, as well as the related letter of March 29, 1974 [¹] from the Department of Trade and Industry regarding affinity charters, be further extended until May 31, 1975.

I have the further honor to propose that, if the Government of the United Kingdom of Great Britain and Northern Ireland accepts the foregoing proposal, this note and your reply to that effect shall constitute an agreement between our two governments in this matter, which shall enter into force on the date of your reply

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

ELLIOT L. RICHARDSON

The Rt. Honorable JAMES CALLAGHAN MP
*Secretary of State for Foreign and
Commonwealth Affairs
London*

¹ TIAS 7594, 7832, 24 UST 878, 25 UST 905.

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

FOREIGN AND COMMONWEALTH OFFICE
LONDON SW1A 2AL

His Excellency

The Honourable ELLIOT L RICHARDSON

*Ambassador Extraordinary and Plenipotentiary
Embassy of the United States of America
Grosvenor Square
London W1A 1AE*

MRA 21/804/5

3 APRIL 1975

YOUR EXCELLENCY

I have the honour to acknowledge receipt of your Note number 5 of 2 April which reads as follows:

"I have the honor to propose that the Memorandum of Understanding forming a part of the air charter services agreement between our two governments, effected by exchange of notes of March 30, 1973, as amended and extended by exchange of notes of March 29, 1974, as well as the related letter of March 29, 1974 from the Department of Trade and Industry regarding affinity charters, be further extended until May 31, 1975.

I have the further honor to propose that, if the Government of the United Kingdom of Great Britain and Northern Ireland accepts the foregoing proposal, this note and your reply to that effect shall constitute an agreement between our two governments in this matter, which shall enter into force on the date of your reply.

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

I have the honour to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland accept these proposals and agree that your Note, together with this reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force on today's date.

I have the honour to be
with the highest consideration
Your Excellency's obedient Servant
(for the Secretary of State).

 [1]

¹ M. Atkinson

JAMAICA

Trade in Cotton Textiles

Agreement amending and extending the agreement of September 29, 1967, as amended and extended.

Effectuated by exchange of notes

Signed at Washington April 2, 1975;

Entered into force April 2, 1975.

The Secretary of State to the Jamaican Chargé d'Affaires ad interim

APRIL 2, 1975

SIR:

I refer to the cotton textile agreement between our two Governments effected by an exchange of notes dated September 29, 1967, as amended by exchange of notes on July 21, 1970, September 26, 1973, and February 20, 1975.^[1] As a result of discussions between representatives of our two Governments, I propose that the above-mentioned agreement be continued in force and further amended as follows:

Paragraph 1 is amended to read as follows:

"1. The term of this agreement shall be from October 1, 1970 through June 30, 1975."

The last sentence of Paragraph 2 is amended to read as follows:

"For the fifth agreement period, constituting the nine month period from October 1, 1974 through June 30, 1975, the aggregate and specific limits shall be three-fourths the comparable limits for the fourth agreement year, increased by 6.25 percent."

Paragraph 4 is amended to read:

"4. Within the aggregate limit specific limits may be exceeded by not more than 7 percent."

^[1] TIAS 6357, 6915, 7720, 8018; 18 UST 2713; 21 UST 1522; 24 UST 2044; *ante*, p. 123.

If the foregoing is acceptable to the Government of Jamaica, this note and your note of confirmation on behalf of the Government of Jamaica shall constitute an agreement between the Government of Jamaica and the Government of the United States of America.

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

For the Secretary of State:

JULIUS L. KATZ

The Honorable

KENNETH G. A. HILL,

*Charge d'Affaires ad interim
of Jamaica.*

The Jamaican Chargé d'Affaires ad interim to the Secretary of State



EMBASSY of JAMAICA
WASHINGTON

Ref. C5/12/15.5

April 2, 1975.

Sir,

I have the honour to acknowledge receipt of your Note of April 2, 1975, proposing a further extension of the Agreement concerning trade in cotton textiles between our two Governments.

I further have the honour to confirm on behalf of the Government of Jamaica that the proposal set forth in your Note is acceptable to my Government, and to confirm that your Note and this reply thereto constitute an extension of the Agreement.

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

A handwritten signature in black ink, appearing to read "Anthony Hill".

K. G. A. Hill
Charge d'Affaires ad interim

The Honourable
Dr. Henry Kissinger

Secretary of State of the
United States of America

WASHINGTON, D.C.

MULTILATERAL

Atomic Energy: Application of Safeguards Pursuant to the Non-Proliferation Treaty

*Protocol suspending the agreement of March 1, 1972.
Signed at Vienna April 14, 1975;
Entered into force May 6, 1975.*

PROTOCOL SUSPENDING THE AGREEMENT BETWEEN THE INTERNATIONAL
ATOMIC ENERGY AGENCY, THE GOVERNMENT OF SWEDEN AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
FOR THE APPLICATION OF SAFEGUARDS AND
PROVIDING FOR THE APPLICATION OF
SAFEGUARDS PURSUANT TO THE
NON-PROLIFERATION TREATY

The International Atomic Energy Agency (hereinafter referred to as the "Agency"),
the Government of Sweden and the Government of the United States of America:

RECOGNIZING that the Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of Sweden, and the Government of the United States of America for the Application of Safeguards signed on 1 March 1972 [¹] (hereinafter referred to as the "Safeguards Transfer Agreement") to materials, equipment and facilities required to be safeguarded under the Agreement for Co-operation between the Government of the United States of America and the Government of Sweden concerning Civil Uses of Atomic Energy signed on 28 July 1966, as amended, [²] (hereinafter referred to as the "Agreement for Co-operation") to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

RECOGNIZING that Sweden, as a non-nuclear-weapon State Party to the Treaty on the Non-Proliferation of Nuclear Weapons [³], (hereinafter referred to as the "Treaty"), has concluded with the Agency an Agreement for the Application of Safeguards (hereinafter referred to as the "Treaty Safeguards Agreement") pursuant to paragraph 1 of Article III of the Treaty;

RECOGNIZING that Article 23 of the Treaty Safeguards Agreement provides for the suspension of Agency safeguards applied pursuant to other safeguards agreements with the Agency;

RECOGNIZING that under Article IX of the Agreement for Co-operation the Government of Sweden has guaranteed that no material including equipment and devices transferred to the Government of Sweden or authorized persons under its jurisdiction from the United States of America pursuant to the Agreement for Co-operation and no special nuclear material produced through the use of such material, equipment or devices will be used for any military purpose;

HAVE AGREED:

1. The Treaty Safeguards Agreement shall be applied as therein provided, and the Safeguards Transfer Agreement shall be deemed to be suspended during the time the Treaty Safeguards Agreement is in force and safeguards specified in the Treaty Safeguards Agreement are being applied by the Agency.

2. In the event that the Government of Sweden intends to exercise its discretion in accordance with Article 14 of the Treaty Safeguards Agreement to use any nuclear material required to be safeguarded under that Agreement in a military activity not proscribed by the Treaty, the Government of Sweden will satisfy the Agency and the Government of the United States of America that such material is not subject to the guarantees made to the Government of the United States of America by the Government of Sweden in Article IX of the Agreement for Co-operation, and that no materials, equipment or facilities transferred from the United States of America to Sweden under the Agreement for Co-operation are involved in such use.

¹ TIAS 7295; 23 UST 195.

² TIAS 6076, 7000, 7854; 17 UST 1176; 21 UST 2577; 25 UST 1235.

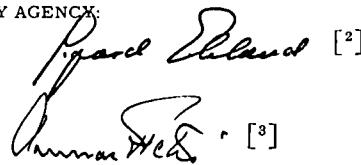
³ TIAS 6839; 21 UST 483.

3. The Government of the United States of America and the Government of Sweden agree that the Treaty Safeguards Agreement constitutes an agreement of the kind referred to in paragraph B of Article XI of the Agreement for Co-operation, and that the safeguards rights accorded to the Government of the United States by Article X of the Agreement for Co-operation are deemed to be suspended during the time and to the extent that the Treaty Safeguards Agreement is in force and the safeguards specified therein are being applied by the Agency.

4. This Protocol shall be signed by or for the Director General of the Agency and by the authorized representatives of the Government of Sweden and the Government of the United States of America and shall enter into force on the date on which the Agency receives from the Government of Sweden written notification that its constitutional requirements for entry into force of the Treaty Safeguards Agreement and of this Protocol have been met. [¹]

DONE in Vienna, this 14th day of April 1976, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:



[²]

For the GOVERNMENT OF SWEDEN:



[³]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:



[⁴]

[SEAL]

¹ May 6, 1975.

² Sigvard Eklund

³ Lennart Petri

⁴ Dwight J. Porter

JORDAN

Agricultural Commodities

Agreement amending the agreement of November 27, 1974.

Effectuated by exchange of notes

Signed at Amman March 20, 1975;

Entered into force March 20, 1975.

The American Ambassador to the Jordanian Minister of Supply

No. 072

AMMAN, March 20, 1975

EXCELLENCY:

I have the honor to refer to Title I, Public Law 480 Agricultural Sales Agreement signed by representatives of our two governments on November 27, 1974 [¹] and to propose the agreement be amended as follows:

(A) In Part II – Item 1 – Commodity Table:

- (1) Under appropriate columns for Wheat/Wheat Flour; delete "20,000" and "\$3.6" and insert "40,000" and "\$6.8" respectively; and
- (2) Under column entitled Maximum Export Market Value delete the total "\$3.6" and insert "\$6.8".

Except as provided above, all other terms and conditions of the November 27, 1974 Agreement remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

THOMAS R. PICKERING

Thomas R. Pickering
Ambassador

His Excellency

ALI HASAN ODEH
Minister of Supply
Amman.

¹TIAS 7995; 25 UST 3438.

The Jordanian Minister of Supply to the American Ambassador

THE HASHEMITE KINGDOM
OF JORDAN
Ministry of Supply
AMMAN

بسم الله الرحمن الرحيم



الملكية الأردنية المائية

وزارة التموين
عمان

Ref. No. 7/4/993
Date 20/3/1975

الرقم
التاريخ

MR. THOMAS R. PICKERING,
AMBASSADOR OF THE UNITED
STATES OF AMERICA,
AMMAN . JORDAN

Dear Mr. Ambassador,

I acknowledge with thanks the receipt of your Excellency's Note No. 072 dated March 20, 1975 which reads as follows :-

" I have the honor to refer to Title I, Public Law 480 Agricultural sales Agreement signed by representatives of our two governments on November 27, 1974 and to propose the Agreement be amended as follows :-

A) In Part II - Item I - Commodity Table:

- 1- Under appropriate columns for Wheat / Wheat Flour delete " 20,000 " and " \$ 3.6 " and insert " 40,000 " and " \$ 6.8 " respectively , and .
- 2- Under column entitled Maximum Export Market value delete the total "\$ 3.6" and insert " \$ 6.8" .

Except as provided above, all other terms and conditions of the November 27, 1974 Agreement remain the same .

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply .

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

I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two Governments effective as of this day March 20, 1975.

Accept Excellency, my highest considerations.

Ali Hasan Odeh
Minister of Supply

/IS

[1] رقم كتاب ٢٤٦٧/٤٣٧٨

¹ In translation reads : "Note no. 40378/2486".

MULTILATERAL

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

*Agreement signed at Vienna April 4, 1975;
Entered into force April 4, 1975.*

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

WHEREAS the Government of the United States of America and the Government of Israel have agreed to continue co-operating on the civil uses of atomic energy under their Agreement for Co-operation of 12 July 1955, as amended^[1] (hereinafter called the "Agreement for Co-operation") which requires that equipment, devices and materials made available to Israel by the United States of America be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Co-operation 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;

WHEREAS the Agency is, pursuant to its Statute and the action of its Board of Governors, in a position to continue to apply safeguards in accordance with the Agency's Safeguards Document and Inspectors Document;

WHEREAS the two Governments have reaffirmed their desire that equipment, devices and materials supplied by the United States of America under the Agreement for Co-operation 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 safeguards to such materials, equipment and facilities as are covered by this Agreement; and

WHEREAS the Board of Governors of the Agency approved that request on 25 February 1975;

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

PART I

Definitions

Section 1. For the purposes of this Agreement:

- (a) "Agency" means the International Atomic Energy Agency;
- (b) "Board" means the Board of Governors of the Agency;
- (c) "Agreement for Co-operation" means the Agreement for Co-operation between the Government of the United States of America and the Government of Israel concerning Civil Uses of Atomic Energy of 12 July 1955, as amended;
- (d) "Government" includes appropriate agencies thereof;
- (e) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961;
- (f) "Inventory" means either of the lists of material, equipment and facilities described in Section 10;
- (g) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute;

¹ TIAS 3311, 4407, 4507, 5079, 5723, 5909, 6091, 8019; 6 UST 2641; 11 UST 46, 1626; 13 UST 1289; 15 UST 2337; 16 UST 1773; 17 UST 1365; *ante*, p. 127.

- (h) "Safeguards Document" means Agency document INF/CIRC/66/Rev. 2, which contains provisions approved by the Board on 28 September 1965, 17 June 1966 and 13 June 1968;
- (i) "Agreement for the Application of Safeguards" means the Agreement between the International Atomic Energy Agency, the Government of Israel and the Government of the United States of America for the Application of Safeguards signed on 18 June 1965.^[1]

PART II

Undertakings by the Governments and the Agency

Section 2. The Government of Israel undertakes that it will not use in such a way as to further any military purpose any material, equipment or facility while it is listed in the Inventory for the Government of Israel.

Section 3. The Government of the United States of America undertakes that it will not use in such a way as to further any military purpose any special fissionable material, equipment or facility while it is listed in the Inventory for the Government of the United States of America.

Section 4. The Agency undertakes to apply its safeguards system in accordance with the provisions of this Agreement to materials, equipment and facilities while they are listed in the Inventories to ensure so far as it is able that they will not be used in such a way as to further any military purpose.

Section 5. The Government of Israel and the Government of the United States of America undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

Section 6. The Government of the United States of America agrees that its rights under the Agreement for Co-operation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to material, equipment and facilities while they are listed in the Inventory for the Government of Israel; provided, however, that such rights shall cease to be suspended with respect to any such materials, equipment or facilities transferred pursuant to Section 15 of this Agreement. It is understood that no other rights and obligations of the Government of Israel and the Government of the United States of America between themselves under the Agreement for Co-operation will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 23(a), of its undertaking in Section 4, or if for any other reason the Board determines that the Agency is unable to ensure that any material, equipment or facility listed in an Inventory is not being used for any military purpose, the material, equipment or facility involved shall thereby automatically be removed from such Inventory until the Board determines that the Agency is again able to apply safeguards thereto. When, under this Section, an item is removed from the Inventory for either Government, the Agency may, at the request of the other Government, provide it with information available to the Agency about such material, equipment or facility in order to enable that Government to exercise effectively its rights thereto.

Section 8. The provisions of this Agreement shall also apply, if the Government of Israel and the Government of the United States of America notify the Agency, with respect to any other Agreements for Co-operation concerning civil uses of atomic energy between the Government of Israel and the Government of the United States of America. The Government of Israel and the Government of the United States of America shall promptly notify the Agency of any amendment to any Agreement for Co-operation to which this Agreement applies and of any notice of termination given with respect to any such Agreement for Co-operation.

¹ TIAS 6027; 17 UST 750.

PART III**Inventories and Notifications****Section 9.**

- (a) The inventories of the materials, equipment and facilities within the jurisdiction of the Government of Israel and the Government of the United States of America which are, at the time this Agreement enters into force, subject to Agency safeguards under the Agreement for the Application of Safeguards between the International Atomic Energy Agency, the Government of Israel and the Government of the United States of America signed on 18 June 1965, shall constitute the initial Inventories for the respective Governments under this Agreement and the Agency will continue to apply safeguards to such materials, equipment and facilities.
- (b) Thereafter the Government of Israel and the Government of the United States of America shall jointly notify the Agency of:
 - (1) Any transfer from the United States of America to Israel under the Agreement for Co-operation of materials, equipment or facilities;
 - (2) Any transfer from Israel to the United States of America of any special fissionable material which has been included in the Inventory for Israel pursuant to Section 10(a)(3).
- (c) Either the Government of Israel or the Government of the United States of America, whichever is concerned, shall also thereafter notify the Agency of any other equipment and facilities which are required to be listed in an Inventory in accordance with Section 10(b) or (e).
- (d) The Agency shall, within 30 days of its receipt of a notification under this Section, advise both Governments either:
 - (1) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
 - (2) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under which conditions it would be able to apply safeguards thereto if the Governments so desire.

Section 10. The Agency shall establish and maintain the Inventory with respect to each Government which shall be divided into three Categories.

- (a) Category I of the Inventory with respect to the Government of Israel shall list:
 - (1) Equipment and facilities transferred to Israel;
 - (2) Material transferred to Israel or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document, with the exception of material referred to in (3) below;
 - (3) Special fissionable materials produced in Israel, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document, together with any special fissionable material subject to Agency safeguards produced in another jurisdiction and transferred to Israel under the Agreement for Co-operation; and

- (4) Nuclear materials, other than those which are listed under (2) or (3) above, which are processed or used in any of the materials, equipment or facilities listed under (1), (2) or (3) above, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (b) Category II of the Inventory with respect to the Government of Israel shall list:
 - (1) Any facility while it incorporates any equipment listed in Category I of the Inventory for the Government of Israel; and
 - (2) Any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of Israel.
- (c) Category III of the Inventory with respect to the Government of Israel shall list any nuclear material which would normally be listed in Category I of the Inventory for the Government of Israel but which is not so listed because:
 - (1) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (2) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.
- (d) Category I of the Inventory with respect to the Government of the United States of America shall list:
 - (1) Special fissionable material of whose transfer from Israel the Agency has been notified pursuant to Section 9(b)(2) or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; or
 - (2) Special fissionable material produced in the United States of America as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document.
- (e) Category II of the Inventory with respect to the Government of the United States of America shall list any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for the Government of the United States of America.
- (f) Category III of the Inventory with respect to the Government of the United States of America shall list any material which would normally be listed in Category I of the Inventory for the Government of the United States of America but which is not so listed because:
 - (1) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
 - (2) Safeguards thereon are suspended in accordance with the provisions of paragraph 24 or 25 of the Safeguards Document.

The Agency shall send copies of both Inventories to both Governments every twelve months and also at any other times specified by either Government in a request communicated to the Agency at least two weeks in advance.

Section 11. The notification by the two Governments provided for in Sections 9(b)(1) and 14 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Israel or the United States of America respectively, except that shipments of source material in quantities not exceeding one metric ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at intervals not exceeding three months. All notifications under Section 9 shall include, to the extent relevant, the nuclear and chemical composition, the physical form, and the 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 consignor and consignee, 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.

Section 12. Each Government shall notify the Agency, by means of its reports pursuant to the Safeguards Document, 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 described in Section 10(a), 10(b)(1) or 10(d). Upon receipt by the Agency of the notification, such produced material shall be listed in Category I of the Inventory, provided that any material so produced shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is produced. The Agency may verify the calculations of the amounts of such material; appropriate adjustment in the inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall be used.

Section 13. The Government of Israel shall notify the Agency, by means of its reports pursuant to the Safeguards Document, of any nuclear materials required to be listed in Category I of its Inventory pursuant to Section 10(a)(4). Upon receipt by the Agency of the notification, such nuclear material shall be listed in Category I of the Inventory, provided that any material so processed or used shall be deemed to be listed and therefore shall be subject to safeguards by the Agency from the time it is processed or used.

Section 14. The two Governments shall jointly notify the Agency of the transfer to the United States of America of any materials, equipment or facilities listed in the Inventory for the Government of Israel. Upon receipt thereof by the United States of America:

- (a) Materials described in Section 9(b)(2) shall be transferred from the Inventory for the Government of Israel to Category I of the Inventory for the Government of the United States of America;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 15. The two Governments shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in Category I of the Inventory to a recipient which is not under the jurisdiction of either of the two Governments. Such materials, equipment or facilities may be transferred and shall thereupon be deleted from the Inventory, provided that:

- (a) Arrangements have been made by the Agency to safeguard such materials, equipment or facilities; or
- (b) The materials, equipment or facilities will be subject to safeguards other than those of the Agency but generally consistent with such safeguards and accepted by the Agency.

Section 16. Whenever either Government intends to transfer material or equipment, listed in Category I of its Inventory, to a facility within its jurisdiction which the Agency has not previously accepted for listing in that Government's Inventory, any notification that will be required pursuant to Section 9(c) shall be made to the Agency before such transfer is effected. The Government may make the transfer to that facility only after the Agency has accepted that notification.

Section 17. The notifications provided for in Sections 15 and 16 shall be sent to the Agency sufficiently in advance so as to enable the Agency to make any arrangements required by these Sections before the transfer is effected. The Agency shall take any necessary action promptly. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 18. The Agency shall exempt from safeguards nuclear material under the conditions specified in paragraph 21, 22 or 23 of the Safeguards Document and shall suspend safeguards with respect to nuclear material under the conditions specified in paragraph 24 or 25 of the Safeguards Document.

Section 19. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 14(b) and 15. Nuclear material other than that covered by the preceding sentence shall be deleted from the Inventory and Agency safeguards thereon shall be terminated as provided in paragraphs 26 and 27 of the Safeguards Document. Materials other than nuclear materials, equipment or facilities listed in Category I of the Inventory (other than such materials, equipment or facilities transferred in accordance with Section 14(b) or 15), shall be deleted from the Inventory and Agency safeguards thereon shall be terminated, when and as the Agency determines that such materials, equipment or facilities have been consumed, are no longer usable for any nuclear activity relevant from the point of view of safeguards or have become practicably irrecoverable.

Section 20. The two Governments and the Agency shall agree on the conditions for exemption, suspension or termination of safeguards on items not covered by Sections 18 and 19.

PART IV

Safeguards Procedures

Section 21. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 22. The safeguards to be applied by the Agency to the items listed in the Inventories are those procedures specified in the Safeguards Document. The Agency shall make subsidiary arrangements with each Government concerning the implementation of safeguards procedures which shall include any necessary arrangements for the application of safeguards to non-nuclear materials and equipment. The Agency shall have the right to request the information referred to in paragraph 41 of the Safeguards Document and to make the inspections referred to in paragraphs 51 and 52 of the Safeguards Document.

Section 23. If the Board determines that there has been any non-compliance with this Agreement, the Board shall call upon the Government concerned to remedy such non-compliance forthwith, and shall make such reports as it deems appropriate. If the Government fails to take fully corrective action within a reasonable time:

- (a) The Agency shall be relieved of its undertaking to apply safeguards under Section 4 for such time as the Board determines that the Agency cannot effectively apply the safeguards provided for in this Agreement; and
- (b) The Board may take any measures provided for in Article XII, C of the Statute.

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

PART V**Agency Inspectors**

Section 24. 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. However, paragraph 4 of the Inspectors Document shall not apply with regard to any facility or to nuclear material to which the Agency has access at all times. The actual procedures to implement paragraph 50 of the Safeguards Document in the United States of America and in Israel shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 25. The Government of Israel shall apply the relevant provisions of the Agreement on the Privileges and Immunities of the Agency to the Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 26. The provisions of the International Organizations Immunities Act of the United States of America 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.

PART VI**Finance**

Section 27. Each Party shall bear any expense incurred in the implementation of its responsibilities under this Agreement. The Agency shall reimburse each Government for any special expenses, including those referred to in paragraph 6 of the Inspectors Document, incurred by the Government or persons under its jurisdiction at the written request of the Agency, if the Government notified the Agency before the expense was incurred that reimbursement would be required. These provisions shall not prejudice the allocation of expenses attributable to a failure by a Party to comply with this Agreement.

Section 28.

- (a) In carrying out its functions under this Agreement within the United States of America, the Agency and its personnel shall be covered to the same extent as United States of America nationals by any protection against third-party liability provided under the Price-Anderson Act,^[1] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States of America.
- (b) The Government of Israel shall ensure that any protection against third-party liability, including any insurance or other financial security, in respect of a nuclear incident occurring in a nuclear installation under its jurisdiction shall apply to the Agency and its inspectors when carrying out their functions under this Agreement as that protection applies to nationals of Israel.

PART VII**Settlement of Disputes**

Section 29. 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:

¹ 71 Stat. 576; 42 U.S.C. § 2210.

- (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. The 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. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

Section 30. Decisions of the Board concerning the implementation of this Agreement, except such as relate only to Part VI, shall, if they so provide, be given effect immediately by the Parties, pending the final settlement of any dispute.

PART VIII

Amendment, Modifications, Entry into Force and Duration

Section 31. The Parties shall, at the request of any one of them, consult about amending this Agreement. If the Board modifies the Safeguards Document, or the scope of the safeguards system, this Agreement shall be amended if the Governments so request to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended if the Governments so request to take account of any or all such modifications.

Section 32. This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representative of each Government and shall thereupon supersede the Agreement for the Application of Safeguards signed on 18 June 1965.

Section 33. This Agreement shall remain in force during the term of the Agreement for Co-operation, unless terminated sooner by any Party upon six months' notice to the other Parties or as may otherwise be agreed. It may be prolonged for further periods as agreed by the Parties and may be terminated sooner by any Party on six months' notice to the other Parties or as may be otherwise agreed. However, this Agreement shall remain in force with regard to any nuclear material referred to in Section 10(a) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 19.

DONE in Vienna, this **Fourth** day of **April** 1975, in triplicate
in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Helio F. S. Bittencourt [1]

For the GOVERNMENT OF ISRAEL:

Dr. Yehuda Eden. [2]

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

Dwight J. Porter [3]

[SEAL]

¹ Helio F. S. Bittencourt

² Dr. Yehuda Eden

³ Dwight J. Porter

ITALY
Extradition

*Treaty signed at Rome January 18, 1973;
Ratification advised by the Senate of the United States of America
October 1, 1973;
Ratified by the President of the United States of America, Novem-
ber 21, 1973;
Ratified by Italy February 6, 1975;
Ratifications exchanged at Washington March 11, 1975;
Proclaimed by the President of the United States of America
April 2, 1975;
Entered into force March 11, 1975.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on Extradition between the United States of America and Italy was signed at Rome on January 18, 1973, the original of which Treaty is hereto annexed;

The Senate of the United States of America by its resolution of October 1, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on November 21, 1973, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of Italy;

The respective instruments of ratification were exchanged at Washington on March 11, 1975;

It is provided in Article XXII of the Treaty that the Treaty shall enter into force upon the exchange of ratifications;

NOW, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Treaty, to the end that it shall be observed and fulfilled with good faith on and after March 11, 1975, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

Done at the city of Washington this second day of April in the year of our Lord one thousand nine hundred seventy-five and of [SEAL] the Independence of the United States of America the one hundred ninety-ninth.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

TREATY ON EXTRADITION**BETWEEN THE UNITED STATES OF AMERICA AND ITALY**

The PRESIDENT OF THE UNITED STATES OF AMERICA and the PRESIDENT OF THE ITALIAN REPUBLIC, desiring to make more effective the cooperation between the two countries in the repression of crime by making provision for the reciprocal extradition of offenders;

Have decided to conclude a treaty for this purpose and have appointed as their plenipotentiaries:

THE PRESIDENT OF THE UNITED STATES OF AMERICA

H. E. Graham MARTIN, Ambassador of the United States of America,

and

THE PRESIDENT OF THE ITALIAN REPUBLIC

Senator Professor Giuseppe MEDICI, Minister of Foreign Affairs.

Who, having exchanged their respective full powers, which were found in good and due form, have agreed as follows:

Article I

Each Contracting Party agrees to extradite to the other, in the circumstances and subject to the conditions described in this Treaty, persons found in its territory who have been charged with or convicted of any of the offenses mentioned in Article II of this Treaty committed within the territory of the other or outside thereof under the conditions specified in Article III of this Treaty.

Article II

Persons shall be delivered up according to the provisions of this Treaty for any of the following offenses provided that these offenses are punishable by the laws of both Contracting Parties and subject to a term of imprisonment exceeding one year:

1. Murder; manslaughter; assault with intent to commit murder.
2. Malicious wounding; inflicting grievous bodily harm.
3. Illegal abortion.
4. Unlawful throwing or application of any corrosive or injurious substances upon the person of another.
5. Rape; indecent assault.
6. Unlawful sexual acts with or upon children under the age specified by the laws of both the requesting and requested parties.
7. Procuration defined as procuring a woman to have unlawful sexual intercourse or to become a prostitute, or living on the earnings of prostitution or exercising control over a prostitute.
8. Child stealing of a minor under the age of fourteen years, willful nonsupport or willful abandonment of a minor under the age of fourteen years when personal injury or death results.
9. Kidnapping; abduction; false imprisonment.
10. Robbery; assault with intent to rob.
11. Burglary; housebreaking.
12. Larceny.
13. Embezzlement.
14. Fraud, including:
 - a. Obtaining property, money or valuable securities by false pretenses or statements or by threat of force or by defrauding any governmental body, the public, or any person, by deceit, falsehood, use of the mails or other means of communication in connection with schemes intended to deceive or defraud, or other fraudulent means.
 - b. Fraud by a bailee, banker, agent, factor, trustee, executor, administrator or by a director or officer of any company.

15. Bribery, including soliciting, offering and accepting.
16. Extortion by private or public persons.
17. Receiving or transporting any money, valuable securities or other property knowing the same to have been unlawfully obtained.
18. Forgery and counterfeiting, including:
 - a. Forgery or uttering what is forged.
 - b. The forgery or false making of official documents or public records of the government or public authority or the uttering or fraudulent use of the same.
 - c. The making or the utterance, circulation or fraudulent use of counterfeit money or counterfeit seals, stamps, dies and marks of the government or public authority.
 - d. Knowingly and without lawful authority, making or having in possession any instrument, tool, or machine adapted and intended for the counterfeiting of money, whether coin or paper.
19. Perjury; false swearing; subornation of perjury.
20. Arson.
21. Any malicious act done with intent to endanger the safety of any person traveling upon a railway, or in any aircraft or vessel or other means of transportation.
22. Piracy by law of nations.
23. Mutiny or revolt on board an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel; any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
24. Malicious injury to property.
25. Fraudulent bankruptcy.
26. Offenses against the laws relating to narcotic drugs, cannabis sativa L., hallucinogenic drugs, cocaine and its derivatives and other dangerous drugs and chemicals.
27. Offenses against the laws relating to the illicit manufacture of or traffic in substances injurious to health.
28. Offenses against the laws relating to the sale or transportation of securities or commodities.
29. Offenses against the laws relating to firearms, explosives, or incendiary devices.

30. Unlawful obstruction of juridical proceedings or proceedings before governmental bodies or interference with an investigation of a violation of a criminal statute by the influencing, bribing, impeding, threatening, or the injuring by any means, any officer of the court, juror, witness, or duly authorized criminal investigator.

Extradition shall also be granted for the Italian offense of « associazione per delinquere » if the request establishes the elements of a conspiracy, as defined by the laws of the United States, to commit any of the offenses mentioned in this Article. The requirement that a conspiracy under the laws of the United States be established will be fulfilled when evidence is produced establishing probable cause that two or more persons have conspired to commit any offense in this Article and when one or more of such persons have done any act to effect the object of the conspiracy.

Extradition shall also be granted for attempts to commit, conspiracy to commit, or participation in, any of the offenses mentioned in this Article.

Extradition shall also be granted for the above-mentioned offenses, even when for the sole purpose of recognizing United States Federal jurisdiction, circumstances such as the transportation from one State to another, have been taken into account. By transportation is meant any transport or transfer of persons, articles, or other items.

Article III

A reference in this Treaty to the territory of a Contracting Party is a reference to all the territory under the jurisdiction of that Contracting Party, including airspace and territorial waters and vessels and aircraft registered in that Contracting Party if any such aircraft is in flight or if any such vessel is on the high seas when the offense is committed. For purposes of this Treaty an aircraft shall be considered to be in flight from the moment when power is applied for the purpose of take-off until the moment when the landing run ends.

When the offense has been committed outside the territory of the requesting Party, in the case of a request emanating from Italy, the executive authority of the United States, and in the case of a request emanating from the United States, the competent authority of Italy, shall have the power to grant extradition if the laws of the requested party provide for the punishment of such an offense.

Article IV

A requested Party shall not decline to extradite a person sought because such person is a national of the requested Party.

Article V

Extradition shall be granted only if the evidence be found sufficient, according to the laws of the requested Party, either to justify his committal for trial if the offense of which he is accused had been committed in its territory or to prove that he is the identical person convicted by the courts of the requesting Party.

Article VI

Extradition shall not be granted in any of the following circumstances:

1. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the requested Party for the offense for which his extradition is requested.
2. When the person whose surrender is sought has been tried and acquitted or has undergone his punishment in a third State for the offense for which his extradition is requested.
3. When the prosecution or the enforcement of the penalty for the offense has become barred by lapse of time according to the laws of the requesting Party or would be barred by lapse of time according to the laws of the requested Party had the offense been committed in its territory.
4. When the offense constitutes an infraction against military law which is not an offense under ordinary criminal law.
5. When the offense for which extradition is requested is of a political character, or if the person whose surrender is sought proves that the requisition for his surrender has, in fact, been made with a view to try or punish him for an offense of a political character. For the purposes of the application of the present paragraph, the seizure or exercise of control by force or violence or threat of force or violence committed on board an aircraft in flight carrying passengers in scheduled air services or on a charter basis will be presumed to have a predominant character of a common crime when the consequences of the offense were or could have been gave. If any question arises as to whether a case comes within the provisions of this paragraph, the authorities of the Government on which the requisition is made shall decide.

Article VII

If a request for extradition is made under this Treaty for a person who at the time of such request is under the age of eighteen years and is considered by the requested Party to be one of its residents, the requested Party, upon a determination that extradition would disrupt the social readjustment and rehabilitation of that person, may recommend to the requesting Party that the request for extradition be withdrawn, specifying the reasons therefor.

Article VIII

When the offense for which the extradition is requested is punishable by death under the laws of the requesting Party and the laws of the requested Party do not provide for such punishment for that offense, extradition shall be refused unless the requesting Party provides such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

Article IX

When the person whose extradition is requested is being proceeded against or is serving a sentence in the territory of the requested Party for an offense other than that for which extradition has been requested, his surrender may be deferred until the conclusion of the proceedings and the full execution of any punishment he may be or may have been awarded.

Article X

The determination that extradition should or should not be granted shall be made in accordance with the law of the requested Party and the person whose extradition is sought shall have the right to use all remedies and recourses provided by such law.

Article XI

The request for extradition shall be made through the diplomatic channel.

The request shall be accompanied by a description of the person sought, a statement of the facts of the case, the text of the applicable

laws of the requesting Party including the law defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitation of the legal proceedings or the enforcement of the penalty for the offense.

When the request relates to a person who has not yet been convicted, it must also be accompanied by a warrant of arrest issued by a judge or other judicial officer of the requesting Party and by such evidence as, according to the laws of the requested Party, would justify his arrest and committal for trial if the offense had been committed there, including evidence proving that the person requested is the person to whom the warrant of arrest refers.

When the request relates to a person already convicted, it must be accompanied by a judgment of conviction and sentence passed against him in the territory of the requesting Party, by a statement showing how much of the sentence has not been served, and by evidence proving that the person requested is the person to whom the sentence refers.

The warrant of arrest and deposition or other evidence, given under oath, and the judicial documents establishing the existence of the conviction, or certified copies of these documents, shall be admitted in evidence in the examination of the request for extradition when, in the case of a request emanating from Italy, they bear the signature or are accompanied by the attestation of a judge, magistrate or other official or are authenticated by the official seal of the Ministry of Justice and, in any case, are certified by the principal diplomatic or consular officer of the United States in Italy, or when, in the case of a request emanating from the United States, they are signed by or certified by a judge, magistrate or officer of the United States and they are sealed by the official seal of the Department of State. Any deposition or other evidence which has not been given under oath but which otherwise meets the requirements set forth in this paragraph shall be admitted in evidence as a deposition or evidence given under oath when there is an indication that the person, prior to deposing before the judicial authorities of the requesting Party, was informed by those authorities of the penal sanctions to which he would be subject in the case of false or incomplete statements.

Article XII

The executive authority of the United States and the competent authority of Italy shall, in their discretion, have the power to grant extradition of persons in cases of conviction in absentia or in contumacy. The request for extradition of such persons shall be accompanied by evidence establishing probable cause that the offense has been com-

mitted by the person sought. Should the law of the requesting Party so provide, such convictions may be treated as final convictions.

The executive authority of the United States and the competent authority of Italy may require information concerning the notification procedure employed in the case of a person whose extradition is requested in accordance with this Article and the procedures, if any, which are available to that person to reopen the judgment of conviction.

Article XIII

In case of urgency a Contracting Party may apply for the provisional arrest of the person sought pending the presentation of the request for extradition through the diplomatic channel. This application may be made either through the diplomatic channel or directly between the Italian Ministry of Grace and Justice and the United States Department of Justice. The application shall contain a description of the person sought, an indication of intention to request the extradition of the person sought and a statement of the existence of a warrant of arrest or a judgment of conviction, including convictions in absentia and in contumacy, against that person, and such further information, if any, as would be necessary to justify the issue of a warrant of arrest had the offense been committed, or the person sought been convicted, in the territory of the requested Party.

On receipt of such an application the requested Party shall take the necessary steps to secure the arrest of the person claimed.

A person arrested upon such an application shall be set at liberty upon the expiration of forty-five days from the date of his arrest if a request for his extradition accompanied by the documents specified in Article XI shall not have been received. This stipulation shall not prevent the institution of proceedings with a view to extraditing the person sought if the request is subsequently received.

Article XIV

If the requested Party requires additional evidence or information to enable it to decide on the request for extradition, such evidence or information shall be submitted to it within such time as that Party shall require.

If the person sought is under arrest and the additional evidence or information submitted as aforesaid is not sufficient or if such evidence or information is not received within the period specified by the requested Party, he shall be discharged from custody. However, such discharge shall not bar the requesting Party from submitting another request in respect of the same offense.

Article XV

A person extradited under the present Treaty shall not be detained, tried or punished in the territory of the requesting Party for an offense other than that for which extradition has been granted nor be extradited by that Party to a third State unless:

1. He has left the territory of the requesting Party after his extradition and has voluntarily returned to it;

2. After being free to do so, he has not left the territory of the requesting State within forty-five days; or

3. The requested Party has consented to his detention, trial and punishment for an offense other than that for which extradition was granted, or to his extradition to a third State.

These stipulations shall not apply to offenses committed after the extradition.

Article XVI

A requested Party upon receiving two or more requests for the extradition of the same person either for the same offense, or for different offenses, shall determine to which of the requesting States it will extradite the person sought, taking into consideration the circumstances and particularly the possibility of a later extradition between the requesting States, the seriousness of each offense, the place where the offense was committed, the nationality of the person sought, the dates upon which the requests were received and the provisions of any extradition agreements between the requested Party and the other requesting State or States.

Article XVII

The requested Party shall promptly communicate to the requesting Party through the diplomatic channel the decision on the request for extradition.

If a warrant or order for the extradition of a person sought has been issued by the competent authority and he is not removed from the territory of the requested Party within such time as may be prescribed by the laws of that Party, he may be set at liberty and the requested Party may subsequently refuse to extradite that person for the same offense.

Article XVIII

To the extent permitted under the law of the requested Party and subject to the rights of third parties, which shall be duly respected, all articles acquired as a result of the offense or which may be required as evidence shall, if found, be surrendered if extradition is granted.

Subject to the qualifications of the first paragraph, the above-mentioned articles shall be returned to the requesting Party even if the extradition, having been agreed to, cannot be carried out owing to the death or escape of the person sought.

Article XIX

The right to transport through the territory of one of the Contracting Parties a person surrendered to the other Contracting Party by a third State shall be granted on request made through the diplomatic channel provided that conditions are present which would warrant extradition of such person by the State of transit and reasons of public order are not opposed to the transit.

The Party to which the person has been extradited shall reimburse the Party through whose territory such person is transported for any expenses incurred by the latter in connection with such transportation.

Article XX

Expenses related to the translation of documents and to the transportation of the person sought shall be paid by the requesting State.

The appropriate legal officers of the United States shall, by all legal means within their power, assist Italy before its respective judges and magistrates and, reciprocally, Italy undertakes to represent the interests of the United States by all legal means envisaged by its legal system.

No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty, shall be made by the requested State against the requesting State.

Article XXI

This Treaty shall apply to offenses mentioned in Article II committed before as well as after the date this Treaty enters into force, provided that no extradition shall be granted for an offense com-

mitted before the date this Treaty enters into force which was not an offense under the laws of both Contracting Parties at the time of its commission.

Article XXII

This Treaty shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

This Treaty shall enter into force upon the exchange of instruments of ratification. It may be terminated by either Contracting Party giving notice of termination to the other Contracting Party at any time and the termination shall be effective six months after the date of receipt of such notice.

This Treaty shall terminate and replace the extradition convention between the United States and Italy signed at Washington, March 23, 1868, as amended and supplemented by the conventions signed January 21, 1869 and June 11, 1884, respectively, as well as the agreement effected by exchange of notes of April 16 and 17, 1946. [1]

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

DONE in duplicate, in the English and Italian languages, both equally authentic, at Rome this *eighteenth* day of *January*, one thousand nine hundred seventy three.

For the United States of America



[²]

For the Italian Republic



[³]

¹ TS 174, TS 176, TS 181, TIAS 1899; 15 Stat. 629; 16 Stat. 767; 24 Stat. 1001; 61 Stat. 3687.

² Graham Martin

³ Medici

TRATTATO DI ESTRADIZIONE**FRA LA REPUBBLICA ITALIANA E GLI STATI UNITI D'AMERICA**

Il PRESIDENTE DELLA REPUBBLICA ITALIANA ed il PRESIDENTE DEGLI STATI UNITI D'AMERICA, desiderando rendere più efficace la collaborazione tra i due Paesi nella repressione del crimine con l'adozione delle necessarie disposizioni per la reciproca estradizione dei criminali,

hanno deciso di concludere un Trattato a tale scopo ed hanno nominato quali loro plenipotenziari:

IL PRESIDENTE DELLA REPUBBLICA ITALIANA

il Senatore Professor Giuseppe MEDICI, Ministro per gli Affari Esteri,

ed

IL PRESIDENTE DEGLI STATI UNITI D'AMERICA

S. E. il Signor Graham MARTIN, Ambasciatore degli Stati Uniti d'America.

I quali, dopo essersi scambiati i rispettivi pieni poteri, trovati in buona e debita forma, hanno convenuto quanto segue:

Articolo I

Ciascuna Parte Contraente si impegna a consegnare all'altra, alle condizioni e nei casi stabiliti dal presente Trattato, le persone trovate nel proprio territorio che siano perseguitate o siano state condannate per qualsiasi reato di cui al successivo articolo II, commesso nel territorio dell'altra Parte oppure fuori di esso qualora sussistano le condizioni indicate nell'articolo III del presente Trattato.

Articolo II

Tali persone saranno consegnate a norma del presente Trattato per uno qualsiasi dei seguenti reati, purché sia previsto dalle leggi di entrambi i Paesi e per il quale possa essere irrogata una pena restrittiva della libertà personale della durata superiore ad un anno.

- 1) Omicidio volontario; omicidio preterintenzionale; omicidio colposo; aggressione a scopo di omicidio.
- 2) Lesioni personali volontarie; lesioni volontarie gravi.
- 3) Aborto illegale.
- 4) Lancio illegale di sostanze corrosive o nocive sulla persona di un altro individuo.
- 5) Violenza carnale; atti di libidine violenti.
- 6) Atti di libidine violenti su persona minore dell'età fissata secondo le leggi dello Stato richiedente e dello Stato richiesto.
- 7) Incitamento, istigazione, favoreggiamento o sfruttamento della prostituzione.
- 8) Sottrazione di minore degli anni quattordici; mancata assistenza o abbandono di minore degli anni quattordici quando dal fatto deriva una lesione personale o la morte.
- 9) Sequestro di persona in tutte le sue forme.
- 10) Rapina; aggressione a scopo di rapina.
- 11) Violazione di domicilio aggravata.
- 12) Furto.
- 13) Appropriazione indebita, commessa da privato o da pubblico funzionario.
- 14) Truffa.
- 15) Corruzione di pubblico ufficiale.
- 16) Estorsione e concussione.
- 17) Ricettazione.
- 18) a. Falsificazione o spaccio di documenti falsi;
b. falso in atto pubblico o uso dell'atto pubblico falso;

c. fabbricazione o spaccio, circolazione o uso fraudolento di monete, sigilli, francobolli, simboli, marchi o strumenti dello Stato o della Pubblica Autorità, contraffatti;

d. fabbricazione o detenzione, intenzionale e senza la prescritta autorizzazione, di strumenti, arnesi o macchine atti e destinati alla contraffazione di moneta metallica o cartacea.

19) Falso giuramento; falsa testimonianza; subornazione di testimone.

20) Incendio doloso.

21) Disastro o pericolo di disastro ferroviario, aereo o marittimo o di altri mezzi di trasporto.

22) Pirateria secondo le norme di diritto internazionale.

23) Ammutinamento o rivolta a bordo di un aeromobile o di una nave contro l'autorità del comandante o del capitano dell'aeromobile o della nave; impossessamento o esercizio di controllo, mediante la forza o la violenza ovvero minaccia di forza o di violenza, dell'aeromobile o della nave.

24) Danneggiamento.

25) Bancarotta fraudolenta.

26) Reati contro le leggi relative alle sostanze stupefacenti, canapa indiana, allucinogeni, cocaina e suoi derivati ed altre droghe o sostanze chimiche dannose.

27) Reati contro le leggi relative alla fabbricazione o al traffico illecito di sostanze dannose alla salute.

28) Reati contro le leggi relative all'offerta o alla vendita o al trasporto di titoli o merci.

29) Reati contro le leggi relative alle armi da fuoco, esplosivi od ordigni incendiari.

30) Illegale impedimento di un procedimento giudiziario in corso o di un procedimento avanti un corpo politico o amministrativo, o interferenza nelle indagini relative alla violazione di una legge penale mediante l'atto di influenzare, corrompere, ostacolare, minacciare, ferire con qualsiasi mezzo pubblici ufficiali dell'autorità giudiziaria, giurati, testimoni o persone debitamente autorizzate ad esperire indagini nel campo penale.

L'estradizione sarà anche concessa per il reato italiano di « associazione per delinquere » se la richiesta fornisce anche gli elementi di « conspiracy », come definita dalle leggi degli Stati Uniti, al fine di commettere uno dei reati di cui al presente articolo. Il requisito che, secondo le leggi degli Stati Uniti, sia fornito l'elemento della « conspiracy » verrà soddisfatto quando sarà prodotta la documentazione dalla quale risultino sufficienti indizi che due o più persone si siano intese per commettere uno qualsiasi dei reati di cui al presente articolo e quando una o più di tali persone abbiano compiuto un qualsiasi atto al fine di conseguire lo scopo dell'intesa.

L'estradizione sarà concessa anche se i reati indicati nel presente articolo sono tentati o se per la loro perpetrazione vi sia stato concorso di due o più individui.

L'estradizione sarà inoltre concessa per i menzionati reati anche quando, al solo fine di stabilire negli Stati Uniti la giurisdizione federale, sono state prese in considerazione circostanze quali quella della « transportation » da uno Stato ad un altro. Per « transportation » si intende qualunque trasporto o trasferimento di persone, cose od altro.

Articolo III

Quando nel presente Trattato si fa riferimento al territorio di una Parte Contraente, si intende tutto il territorio sotto la giurisdizione della stessa Parte Contraente, compreso lo spazio aereo e le acque territoriali, nonché le navi e gli aeromobili registrati presso quella Parte Contraente, nel caso in cui detto aeromobile sia in volo o detta nave sia in navigazione in alto mare quando il reato è commesso. Ai fini del presente Trattato, l'aeromobile è considerato in volo dal momento in cui viene impressa la propulsione per il decollo fino al momento in cui ha termine l'atterraggio.

Quando il reato è stato commesso fuori del territorio della Parte richiedente, la competente autorità italiana, nel caso di una richiesta presentata dagli Stati Uniti, e l'autorità esecutiva degli Stati Uniti, nel caso di una richiesta presentata dall'Italia, avranno il potere di concedere l'estradizione qualora le leggi della Parte richiesta prevedano la punizione di detto reato.

Articolo IV

La Parte richiesta non potrà rifiutare l'estradizione per il solo fatto che la persona richiesta è proprio cittadino.

Articolo V

L'estradizione sarà concessa solo se le prove sono ritenute sufficienti, secondo le leggi della Parte richiesta, o a giustificare il suo rinvio a giudizio, se il reato del quale è accusato fosse stato commesso nel territorio di detta Parte, o ad accertare che essa è la stessa persona condannata dall'Autorità giudiziaria della Parte richiedente.

Articolo VI

L'estradizione non sarà concessa nei seguenti casi:

- 1) se la persona di cui si chiede l'estradizione è oggetto di procedimento penale in corso, ovvero in seguito a giudizio è stata prosciolta o condannata, nel territorio della Parte richiesta, per il reato per il quale viene chiesta l'estradizione;
- 2) se la persona della quale si chiede l'estradizione è stata giudicata ed è stata assolta o ha espiato la pena in uno Stato terzo per il reato per il quale si chiede la sua estradizione;
- 3) se l'azione penale o l'esecuzione della pena per il reato sono prescritte per decorso del tempo secondo le leggi della Parte richiedente o sarebbero prescritte per decorso del tempo secondo le leggi della Parte richiesta, nella ipotesi che il reato fosse stato commesso nel territorio di questa ultima;
- 4) se il reato costituisce un'infrazione alle leggi militari e non è previsto dal diritto penale comune;
- 5) se il reato per il quale l'estradizione viene chiesta è di natura politica o se la persona di cui si chiede l'estradizione dimostra che la richiesta, di fatto, è stata avanzata allo scopo di sottoporla a giudizio o di punirla per un reato di natura politica. Agli effetti dell'applicazione del presente paragrafo, nel caso di impossessamento o esercizio di controllo, mediante forza o violenza, ovvero minaccia di forza o violenza, commessi a bordo di un aeromobile in volo che trasporta passeggeri in servizio di linea ovvero a contratto di noleggio (charter), si considererà prevalente il carattere di delitto comune quando le conseguenze siano state o avrebbero potuto essere gravi. Al fine di determinare la gravità del reato sarà tenuta in speciale considerazione la circostanza che l'atto abbia posto in pericolo la vita o compromesso la sicurezza dei passeggeri o dell'equipaggio. Alle autorità della Parte richiesta spetta di decidere se un determinato caso rientra fra quelli previsti dal presente paragrafo.

Articolo VII

Qualora una domanda di estradizione venga presentata a norma del presente Trattato per una persona che alla data di tale domanda sia minore degli anni diciotto e sia considerata dalla Parte richiesta come proprio residente, la Parte richiesta, qualora ritenga che l'estradizione sconvolgerebbe il reinserimento sociale e la riabilitazione di detta persona, può raccomandare alla Parte richiedente di revocare la domanda di estradizione, precisandone le ragioni.

Articolo VIII

Se il reato per il quale viene chiesta l'estradizione è punibile con la pena di morte secondo le leggi della Parte richiedente, e le leggi della Parte richiesta non prevedono, per il reato in questione, tale pena, l'estradizione sarà rifiutata salvo che la Parte richiedente non si impegni con garanzie ritenute sufficienti dalla Parte richiesta, a non fare infliggere la pena di morte oppure, se inflitta, a non farla eseguire.

Articolo IX

Se la persona della quale si chiede l'estradizione è sottoposta a procedimento penale o sta espiando una pena nel territorio della Parte richiesta per un reato diverso da quello per il quale è stata chiesta l'estradizione, la consegna può essere rinviata sino alla conclusione del procedimento e al termine dell'espiazione della pena eventualmente inflitta.

Articolo X

La decisione in merito alla domanda di estradizione sarà presa in conformità alla legislazione della Parte richiesta e la persona della quale è chiesta l'estradizione ha il diritto di avvalersi di tutte le garanzie ed i mezzi di impugnazione previsti da detta legislazione.

Articolo XI

La domanda di estradizione sarà inoltrata per via diplomatica.

La domanda sarà accompagnata da una descrizione della persona richiesta, dalla esposizione dei fatti relativi al procedimento, dal testo delle leggi applicabili dalla Parte richiedente comprese quelle che con-

figurano il reato, quelle che stabiliscono la relativa pena e quelle che regolano la prescrizione dell'azione penale o dell'esecuzione della pena di cui trattasi.

La domanda, se riguarda una persona non ancora condannata, deve essere inoltre accompagnata da un provvedimento restrittivo della libertà personale, emesso da un giudice o da altra persona investita di funzioni giudiziarie della Parte richiedente, e da documenti dai quali risultino indizi tali che, secondo le leggi della Parte richiesta, giustificherebbero l'arresto ed il rinvio a giudizio se il reato fosse stato commesso sul suo territorio, nonché dalla prova che la persona richiesta è quella alla quale il provvedimento restrittivo della libertà personale si riferisce.

La domanda se riguarda una persona già condannata, deve essere accompagnata dalla sentenza di condanna pronunciata nei suoi confronti nel territorio della Parte richiedente, da una dichiarazione dalla quale risulti la quantità di pena non espiata e dalla prova che la persona richiesta è quella alla quale la sentenza si riferisce.

Il provvedimento restrittivo della libertà personale, le deposizioni e le altre prove, asseverate con giuramento, nonché gli atti giudiziari dai quali risulta l'esistenza della condanna, o le copie autentiche di tali documenti, saranno ammessi come prove, in sede di esame della domanda di estradizione se, nel caso di domanda formulata dall'Italia, essi portano la firma o sono accompagnati dalla attestazione di un giudice o altro pubblico ufficiale oppure sono autenticati con il sigillo ufficiale del Ministero della Giustizia e, in ogni caso, sono autenticati dal principale funzionario diplomatico o consolare degli Stati Uniti in Italia, oppure se, nel caso di domanda formulata dagli Stati Uniti, sono firmati o autenticati da un giudice o altro pubblico ufficiale degli Stati Uniti e portano il sigillo ufficiale del Dipartimento di Stato. Ogni deposizione od altro mezzo di prova che non sia stato reso sotto giuramento, ma che sia conforme agli altri requisiti di cui al presente comma, sarà ammesso come prova come se fosse una deposizione od una prova resa sotto giuramento nel caso in cui risulti che la persona, prima di deporre avanti l'autorità giudiziaria della Parte richiedente, sia stata informata da detta autorità sulle sanzioni penali nelle quali incorrerebbe nel caso di dichiarazione falsa o reticente.

Articolo XII

La competente autorità italiana e l'autorità esecutiva degli Stati Uniti hanno il potere discrezionale di concedere l'estradizione di persone condannate in assenza o in contumacia. La domanda di estradizione di tali persone sarà accompagnata da documentazione dalla quale risultino

sufficienti indizi che il reato è stato commesso dalla persona richiesta. La Parte richiedente può considerare tali condanne definitive qualora la propria legge lo preveda.

La competente autorità italiana e l'autorità esecutiva degli Stati Uniti possono richiedere informazioni in merito alla procedura utilizzata per le notifiche alla persona la cui estradizione sia domandata in base al presente articolo, nonché in merito alle procedure, eventualmente esistenti, di cui la persona stessa può disporre per riaprire il procedimento.

Articolo XIII

In caso di urgenza ciascuna Parte Contraente può chiedere l'arresto provvisorio della persona richiesta in attesa della presentazione della domanda di estradizione per via diplomatica. La richiesta di arresto provvisorio potrà essere inoltrata sia per via diplomatica, sia direttamente tra il Ministero Italiano di Grazia e Giustizia ed il Dipartimento Federale della Giustizia degli Stati Uniti; essa deve contenere la descrizione della persona richiesta, l'indicazione che si intende chiedere la sua estradizione e la dichiarazione dell'esistenza di un provvedimento restrittivo della libertà personale o di una sentenza di condanna, incluse le sentenze di condanna in assenza o in contumacia della persona di cui trattasi, nonché le altre eventuali informazioni che sarebbero necessarie per giustificare l'emissione di un provvedimento limitativo della libertà personale se il reato fosse stato commesso, o la persona fosse stata condannata, nel territorio della Parte richiesta.

Ricevuta la domanda, la Parte richiesta compirà tutti i passi necessari al fine di assicurare l'arresto della persona richiesta.

La persona arrestata in base a tale richiesta dovrà essere posta in libertà dopo quarantacinque giorni dalla data dell'arresto se non sarà stata ricevuta la domanda di estradizione accompagnata dai documenti indicati nell'articolo XI. Questa condizione non impedirà l'instaurazione di un procedimento avente per oggetto l'estradizione della persona richiesta se la domanda sarà successivamente ricevuta.

Articolo XIV

Se la Parte richiesta esige prove o informazioni aggiuntive per poter essere in grado di decidere sulla domanda di estradizione, tali informazioni e prove devono esserne sottoposte nel termine che la Parte richiesta fisserà.

Se la persona richiesta si trova in istato di arresto e le informazioni e le prove aggiuntive di cui sopra non sono sufficienti o non sono state

ricevute nel termine indicato dalla Parte richiesta, detta persona sarà posta in libertà. Tale rilascio tuttavia non impedirà alla Parte richiedente di proporre un'altra domanda per lo stesso reato.

Articolo XV

La persona estradata a norma del presente Trattato non può essere detenuta, giudicata o punita nel territorio della Parte richiedente per un reato diverso da quello per il quale è stata concessa l'estradizione, né può essere estradata dalla stessa Parte ad un terzo Stato, salvo che:

- 1) la persona abbia lasciato il territorio della Parte richiedente dopo la sua estradizione e vi abbia poi fatto ritorno volontariamente;
- 2) la persona non abbia lasciato il territorio della Parte richiedente entro quarantacinque giorni dal momento in cui è stata libera di lasciarlo; o
- 3) la Parte richiesta abbia acconsentito alla detenzione, al giudizio ed alla punizione della persona estradata per un reato diverso da quello per il quale l'estradizione è stata concessa, ovvero alla sua estradizione ad un terzo Stato.

Le presenti clausole non sono applicabili ai reati commessi dopo l'estradizione.

Articolo XVI

Qualora la Parte richiesta riceva due o più domande di estradizione della stessa persona per lo stesso reato o per reati diversi, deciderà a quale degli Stati richiedenti concedere l'estradizione, tenendo conto delle circostanze ed in particolare della possibilità di una successiva estradizione tra gli Stati richiedenti, della gravità di ciascun reato, del luogo in cui il reato è stato commesso, della cittadinanza della persona richiesta, delle date alle quali le richieste sono state ricevute e delle norme dei Trattati di estradizione tra la Parte richiesta e l'altro Stato o gli altri Stati richiedenti.

Articolo XVII

La Parte richiesta comunicherà senza indugio per via diplomatica alla Parte richiedente la propria decisione sulla domanda di estradizione.

Se, ai fini dell'estradizione, è stato emesso dall'autorità competente un mandato od ordine di cattura nei confronti della persona richiesta

e se detta persona non viene allontanata dal territorio della Parte richiesta entro il termine prescritto dalle leggi di detta Parte, la persona in questione può essere messa in libertà e la Parte richiesta può in seguito rifiutare di estradare detta persona per lo stesso reato.

Articolo XVIII

Nella misura consentita dalla legge della Parte richiesta e facendo salvi i diritti dei terzi, tutti gli oggetti costituenti il profitto del reato o che possono essere utilizzati come mezzi di prova, devono, se trovati, essere consegnati se l'estradizione è concessa.

Qualora ricorrono le condizioni di cui al precedente comma, gli oggetti sopra menzionati devono essere consegnati alla Parte richiedente anche se l'estradizione, dopo essere stata accordata, non ha potuto essere eseguita, a causa della morte o della fuga della persona richiesta.

Articolo XIX

Il trasporto attraverso il territorio di una delle Parti Contraenti di una persona consegnata all'altra Parte Contraente da uno Stato terzo deve essere consentito se di esso viene fatta richiesta per via diplomatica, purché sussistano le condizioni che consentirebbero l'estradizione della stessa persona da parte dello Stato di transito e non si oppongano al transito stesse ragioni di ordine pubblico.

La Parte in favore della quale la persona è stata estradata dovrà rimborsare alla Parte attraverso il cui territorio la persona stessa è stata trasportata, tutte le spese sostenute in relazione al trasporto.

Articolo XX

Le spese relative alla traduzione dei documenti ed al trasporto della persona richiesta sono a carico della Parte richiedente.

I pubblici ufficiali competenti degli Stati Uniti rappresenteranno l'Italia con tutti i mezzi legali a loro disposizione davanti alle proprie autorità giudiziarie e reciprocamente l'Italia si impegna a far valere gli interessi degli Stati Uniti con tutti i mezzi legali previsti dal proprio ordinamento.

Nessuna richiesta di rimborso di spese sostenute per l'arresto, la detenzione, l'interrogatorio e la consegna della persona richiesta a norma del presente Trattato sarà avanzata dalla Parte richiesta nei confronti della Parte richiedente.

Articolo XXI

Il presente Trattato si applica ai reati di cui all'articolo II commessi sia prima che dopo la data di entrata in vigore del Trattato stesso; tuttavia l'estradizione non può essere concessa per un reato che sia stato commesso prima della data di entrata in vigore del presente Trattato e che non costituiva reato, secondo le leggi di entrambe le Parti Contraenti, al momento in cui fu commesso.

Articolo XXII

Il presente Trattato sarà ratificato e gli strumenti di ratifica saranno scambiati a Washington non appena possibile.

Il presente Trattato entrerà in vigore alla data dello scambio degli strumenti di ratifica. Potrà essere denunciato in qualsiasi momento da ognuna delle Parti Contraenti mediante notifica dell'altra Parte Contraente e cesserà di avere effetto sei mesi dopo la data di ricevimento della notifica.

Il presente Trattato abroga e sostituisce la Convenzione di estradizione fra l'Italia e gli Stati Uniti d'America firmata a Washington il 23 marzo 1868, emendata ed integrata dalle Convenzioni firmate rispettivamente il 21 gennaio 1869 e l'11 giugno 1884, nonché dall'Accordo costituito dallo Scambio di Note del 16 e 17 aprile 1946.

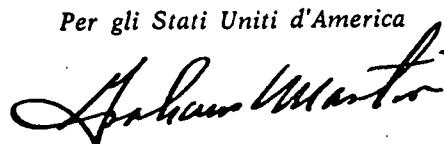
IN FEDE DI CHE i sottoscritti hanno firmato il presente Trattato ed apposto i loro sigilli.

FATTO a Roma, in duplice originale, nelle lingue italiana ed inglese, entrambi i testi facenti egualmente fede, il 18 Gennaio 1973.

Per la Repubblica Italiana



Per gli Stati Uniti d'America



THAILAND

Trade in Cotton Textiles

Agreement amending the agreement of March 16, 1972.

Effectuated by exchange of notes

Signed at Bangkok April 21, 1975;

Entered into force April 21, 1975;

Effective April 1, 1974.

With related letters.

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

EXCELLENCY:

I have the honor to refer to the Cotton Textile Agreement between our two Governments effected by an exchange of notes dated March 16, 1972, [¹] and to recent discussions between representatives of our two Governments concerning exports of textiles from Thailand to the United States. As a result of these discussions, I propose that the Agreement be amended as provided in the following paragraphs:

A. The following shall be added to paragraph 6 of the Agreement: "For the Third Agreement Year only, which begins April 1, 1974, exports of products in Group I shall be subject only to the aggregate limit, and the specific limits in Group I shall be considered as consultation levels. In the event that exports from Thailand to the United States are about to exceed such consultation levels during the Third Agreement Year, the Royal Thai Government may make a specific request to the Government of the United States for increases in the consultation levels. Such a request will be sympathetically considered by the United States."

¹ TIAS 7299; 23 UST 239.

B. The following sentence shall be added to paragraph 8: "In the Third Agreement Year only, if the two Governments agree that actual trade has developed in a manner which establishes that the aggregate limit will prevent exports to the United States which would otherwise occur, the United States agrees to increase the aggregate limit by two million square yards equivalent. Such increase shall be used for exports in Group I only and shall not be considered in computing any adjustments under paragraph 6 (Swing), paragraph 8 (Growth) or paragraph 9 (Carryover)."

C. The following paragraphs shall be added to the Agreement: "19. Traditional folklore handicraft textile products, certified as such by the Royal Thai Government according to the agreed definitions, shall be excluded from the purview of this Agreement. Traditional folklore handicraft textile products are defined as those items that are uniquely and historically traditional Thai products cut, sewn or otherwise fabricated by hand in cottages, which are units of the cottage industry. A certification procedure shall be established by an administrative arrangement pursuant to paragraph 14 of this Agreement."

If the foregoing proposal is acceptable to your Government, this Note and your Excellency's Note of acceptance on behalf of the Royal Thai Government shall constitute an amendment of the Cotton Textile Agreement effected by exchange of Notes signed March 16, 1972.

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

EDWARD E. MASTERS

His Excellency
Major General CHATICHAI CHOONHAVAN
Minister for Foreign Affairs
Bangkok
April 21, 1975

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



No. 0501/15959

Ministry of Foreign Affairs,

Saranrom Palace,

April 21, 1975.

Sir,

I have the honour to acknowledge the receipt of your Note of April 21, 1975 concerning exports of cotton textiles from Thailand to the United States which reads as follows:

"I have the honor to refer to the Cotton Textile Agreement between our two Governments effected by an exchange of Notes dated March 16, 1972, and to recent discussions between representatives of our two Governments concerning exports of textiles from Thailand to the United States. As a result of these discussions, I propose that the Agreement be amended as provided in the following paragraphs:

A. The following shall be added to paragraph 6 of the Agreement:
"For the Third Agreement Year only, which begins April 1, 1974, exports of products in Group 1 shall be subject only to the aggregate limit, and the specific limits in Group 1 shall be considered as consultation levels. In the event that exports from Thailand to the United States are about to exceed such consultation levels during the Third Agreement Year, the Royal Thai Government may make a specific request to the Government of the United States for increases in the consultation levels. Such a request will be sympathetically considered by the United States."

Mr. Edward E. Masters,
Charge d'Affaires, a.i. of the United States of America
BANGKOK.

B. The following sentence shall be added to paragraph 8: "In the Third Agreement Year only, if the two Governments agree that actual trade has developed in a manner which establishes that the aggregate limit will prevent exports to the United States which would otherwise occur, the United States agrees to increase the aggregate limit by two million square yards equivalent. Such increase shall be used for exports in Group 1 only and shall not be considered in computing any adjustments under paragraph 6 (Swing), paragraph 8 (Growth) or paragraph 9 (Carryover)."

C. The following paragraphs shall be added to the Agreement:

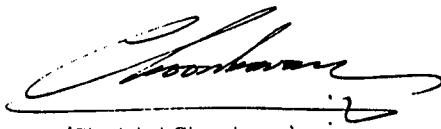
"19. Traditional folklore handicraft textile products, certified as such by the Royal Thai Government according to the agreed definitions, shall be excluded from the purview of this Agreement. Traditional folklore handicraft textile products are defined as those items that are uniquely and historically traditional Thai products cut, sewn or otherwise fabricated by hand in cottages, which are units of the cottage industry. A certification procedure shall be established by an administrative arrangement pursuant to paragraph 14 of this Agreement."

If the foregoing proposal is acceptable to your Government, this Note and your Excellency's Note of acceptance on behalf of the Royal Thai Government shall constitute an amendment of the Cotton Textile Agreement effected by exchange of Notes signed March 16, 1972."

In reply, I have the honour to inform you that the Government of the Kingdom of Thailand accepts the proposal set forth in your Note quoted above and to confirm that your Note and the present Note in reply

constitute an amendment of the Cotton Textile Agreement between our two Governments effected by exchange of Notes signed March 16, 1972 which enters into force as from April 1, 1974.

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



(Chatichai Choonhavan)

Minister of Foreign Affairs

TIAS 8053

[RELATED LETTERS]

BANGKOK, THAILAND

APRIL 21, 1975

His Excellency

Major General CHATICHAI CHOONHAVAN

*Minister**Ministry of Foreign Affairs
Bangkok*

EXCELLENCY:

With reference to the arrangement between the United States of America and Thailand concerning trade in cotton textiles effected by an exchange of Notes signed March 16, 1972, and recent discussions between representatives of our two Governments, it is the understanding of my Government that in implementing paragraph 7 of the above mentioned arrangement, it is not necessary for the Royal Thai Government to divide evenly over the Agreement Year those exports which require a different pace of authorization due to seasonal factors.

It is further understood that our two Governments agree to negotiate a new bilateral Agreement during the Third Agreement Year beginning April 1, 1974, or as soon thereafter as possible. The new Agreement will cover trade in cotton, wool and man-made fiber textiles in conformity with the provisions of the arrangement regarding international trade in textiles. Pending completion of such negotiations, the United States will not restrain exports of man-made fiber and wool textile products in the absence of the conditions prescribed in the arrangement regarding international trade in textiles.

I would very much appreciate it if you could confirm these understandings on behalf of your Government.

Sincerely,

EDWARD E. MASTERS

Edward E. Masters
Charge d'Affairs, a.i.



No. 0501/15960

Ministry of Foreign Affairs,
Saranrom Palace,

April 21, 1975.

Mr. Chargé d'Affaires,

With reference to your letter of April 21, 1975 in which you refer to the arrangement between the United States of America and Thailand concerning trade in cotton textiles effected by an exchange of Notes signed March 16, 1972, and recent discussions between representatives of our two Governments, I am pleased to confirm you that the understandings contained in your letter under reference are acceptable to the Government of the Kingdom of Thailand.

Sincerely

A handwritten signature in black ink, appearing to read "Chatichai Choonhavan".

(Chatichai Choonhavan)

Minister of Foreign Affairs

Mr. Edward E. Masters,
Chargé d'Affaires, a.i. of the United States of America,
BANGKOK.

INDONESIA

Launching and Associated Services for Indonesian Satellites

*Agreement effected by exchange of notes
Signed at Washington March 26, 1975;
Entered into force March 26, 1975.*

The Secretary of State to the Indonesian Ambassador

MARCH 26, 1975

EXCELLENCY:

I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States of America and the Directorate General of Posts and Telecommunications (DITJEN POSTEL) of Indonesia, dated January 29, 1975, concerning the conditions and responsibilities under which launches and associated services for Indonesian satellites will be furnished by NASA on a reimbursable basis.

The Memorandum of Understanding, the text of which is enclosed as Annex 1 to this note, provides inter alia that it shall be subject to confirmation by the Government of the United States and the Government of the Republic of Indonesia through an exchange of diplomatic notes.

I further have the honor to propose that the launching and associated services to be provided by NASA for Republic of Indonesia satellite projects shall be consistent with the relevant provisions of the United States launch assistance policy as confirmed by a statement of the President of the United States on October 9, 1972, such provisions being enclosed as Annex 2 to this note.

If the Government of the Republic of Indonesia would also confirm the provisions of the Memorandum of Understanding and concur in the proposals in this note, I have the honor to propose that this note and Your Excellency's reply, together with the Memorandum of Understanding shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of

your reply and shall remain in force for seven years and thereafter subject to six months' notice of termination by either Government.

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

For the Secretary of State:

DIXY LEE RAY

Dixy Lee Ray

Enclosures:

Annex 1. Memorandum of Understanding

Annex 2. US Position on Launch Assistance

His Excellency

ROESMIN NURJADIN,
*Ambassador of the
Republic of Indonesia.*

MEMORANDUM OF UNDERSTANDING BETWEEN THE DIRECTORATE GENERAL OF POSTS AND TELECOMMUNICATIONS OF INDONESIA AND THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION CONCERNING THE FURNISHING OF SATELLITE LAUNCHING AND ASSOCIATED SERVICES

The Directorate General of Posts and Telecommunications (DITJEN POSTEL) and the National Aeronautics and Space Administration (NASA) set forth in this Memorandum of Understanding their general understandings: (1) as to the conditions under which NASA will furnish launching and associated services for Indonesian spacecraft on a reimbursable basis; and (2) as to the responsibilities of DITJEN POSTEL of Indonesia on the one side, and NASA on the other side in connection with such launchings. At appropriate times in the future, separate launch services contracts will be entered into by NASA and DITJEN POSTEL, which shall express the specific terms and conditions under which NASA will furnish launching and associated services for individual launchings requested by DITJEN POSTEL, and which shall be in accord with the general understandings set forth in this Memorandum.

It is understood that satellites launched from the United States are coordinated for compatibility with other present or planned satellites and space missions. It is further understood that this agreement shall apply with respect to satellites to be used for peaceful purposes only.

ARTICLE I**Responsibilities**

A. DITJEN POSTEL will undertake the following responsibilities:

1. The design, fabrication and testing of the spacecraft.
2. Furnishing information to NASA of its requirements for a particular launching, or series of launchings, at as early a date as possible and in any event sufficiently in advance of the target date of the launching, or of the initial launching in a series, to accommodate financial, procurement and operational requirements of both parties. Such information will include details as to the spacecraft mission, payload description, orbital characteristics, environmental constraints, approximate launching dates and back-up launching requirements, tracking and data acquisition requirements, and any other information requested by NASA for planning purposes.
3. Incorporating provisions in the spacecraft design specifications and test programs to assure and demonstrate spacecraft compatibility with the launch vehicle physical constraints and in-flight environment and with tracking and data acquisition facilities.
4. Providing flight-ready spacecraft at the launching range, in accordance with time schedules agreed upon under the launch services contract.
5. Furnishing all ground support equipment (GSE) peculiar to a mission and personnel required for its operation except for certain items of GSE which NASA may specifically agree to provide and/or operate. This responsibility applies to GSE required prior to separation of the spacecraft from the launch vehicle in orbit.
6. Performing all necessary analyses and implementing mission operation plans required for the placement of the spacecraft into geostationary orbit after separation of the spacecraft from the launch vehicle in orbit.
7. Requesting tracking and data acquisition support by specific NASA tracking stations in connection with placement by DITJEN POSTEL or its contractors of Indonesian satellites into geostationary orbit. If NASA agrees to provide such support, DITJEN POSTEL will furnish any additional or unique equipment as may be required at such stations and provide for its operation. This responsibility applies to such equipment as may be required after separation of the spacecraft from the launch vehicle in orbit.

B. NASA will undertake the following responsibilities:

1. Furnishing specifications regarding the launch vehicle and current NASA tracking and data acquisition station equipment as may be necessary for DITJEN POSTEL to carry out its responsibilities under Article I, A.3 above.

2. To the maximum extent feasible, scheduling the launching within the general time period requested by DITJEN POSTEL.
3. Providing appropriate United States launch vehicles. The parties will jointly select from the NASA inventory of available vehicles the vehicle suitable to meet the mission requirements.
4. Providing necessary facilities and support, including launch crew services, for pre-launch integration of the DITJEN POSTEL spacecraft at the launching range, and for DITJEN POSTEL check-out of the spacecraft.
5. Launching the spacecraft from a United States range.
6. Calculating the orbit achieved for satellite separation from the launch vehicle based on vehicle telemetry and tracking data.
7. Providing additional Spaceflight Tracking and Data Network (STDN) support as may be requested by DITJEN POSTEL and agreed to by NASA.
8. Furnishing mutually agreed technical consultation and/or GSE in support of specific or general DITJEN POSTEL launch requirements, except as specified under Article I, A.6 and 7.

ARTICLE II

Implementation

A. For each launching, DITJEN POSTEL and NASA will designate a Project Manager, to be responsible for coordinating the agreed functions and responsibilities of each party with the other, pursuant to the detailed arrangements established under the launch services contract. The DITJEN POSTEL Project Manager will be concerned primarily with the spacecraft, and the NASA Project Manager will be concerned primarily with the launch vehicle, range, and NASA ground facilities required for support of the launch. Together they will be responsible for the spacecraft-vehicle and spacecraft-range interfaces, and the spacecraft-STDN interfaces as may be agreed under Article I, B.7.

B. NASA will have operational authority over the vehicle, the launching, and associated services. DITJEN POSTEL will have operational authority over the spacecraft until it is mounted on the final stage motor, at which time it will become NASA's responsibility until DITJEN POSTEL resumes its responsibility, as specified in the launch services contract. In carrying out their respective responsibilities, both parties will be subject to the safety and other operational regulations and procedures of the range from which the launching takes place.

C. Arrangements for the furnishing of supporting or other miscellaneous services by NASA in connection with the launching will be provided for under the launch services contract. NASA may also furnish, on a reimbursable basis, minor services in support of general

DITJEN POSTEL launching requirements, at DITJEN POSTEL's request and under arrangements which may be agreed upon separately.

D. Each party agrees to use its best efforts to facilitate customs free entry into Indonesia and the United States of equipment directly related to and required in carrying out each launch services contract.

ARTICLE III

Financial Principles

A. DITJEN POSTEL will be responsible for all costs incurred by it in carrying out its own responsibilities, and will reimburse NASA for costs incurred by the US Government in connection with, or incident to, furnishing the requested launching and associated services, and any other services provided at DITJEN POSTEL's request. The general principle under which reimbursement will be made will be that DITJEN POSTEL will reimburse NASA for all such costs incurred by the US Government which are properly chargeable to the services furnished by NASA for the purposes of any scheduled DITJEN POSTEL launching, whether or not such a launching actually occurs or is successful, including an amount covering NASA's overhead and administrative expense. NASA may also charge a rental, to be agreed upon in advance, for US Government-owned property made available by NASA for the use of DITJEN POSTEL or its contractors.

B. Reimbursement of the costs of the US Government will be made initially on the basis of an estimate to be furnished by NASA in advance, under a payment schedule to be established at the time NASA agrees to launch a particular satellite, or series of satellites, and which will be incorporated into the launch services contract. The amount paid by DITJEN POSTEL on an estimated basis will be adjusted subsequently to reflect the costs actually incurred by the US Government in connection with each launching. Adjusted estimates will be provided in accordance with terms of the launching services contracts and as far in advance of the date of final settlement as possible. In the case of costs incurred by NASA which are not accounted for on a per launch basis, such as for launch vehicles and launch crew services, NASA may, in determining the actual costs of the US Government, allocate costs for a particular launching on a pro-rata basis.

C. DITJEN POSTEL will be exempted from reimbursing NASA for certain costs which might otherwise be payable under the general principle stated in Paragraph A. above, namely, costs representing the payment by NASA of claims of third parties resulting from bodily injury, death, or damage to or the loss of real or personal property, where such claims arise directly out of the launching and associated services furnished by NASA; or costs incurred by NASA as a result of damage to, or the loss of US Government-owned property under the control of NASA. This exemption from reimbursement will not apply,

however, to claims of third parties, or with respect to damage to or the loss of US Government-owned property, resulting from the acts or omissions of DITJEN POSTEL or its contractors; nor shall such exemption apply to damage to, or the loss of a vehicle or vehicle stage occurring after DITJEN POSTEL has assumed the risk of loss, as provided for in the launch services contract, for that vehicle or vehicle stage, nor to damage to or the loss of US Government-owned property which has been made available by NASA for the use of Ditjen Postel or its contractors.

D. The financial principles set forth above are subject to any changes in US Government policy affecting the basis of reimbursement for launching services provided by NASA for users other than the US Government.

ARTICLE IV

Limitations on United States Liability

A. Except as may be provided in a launch services contract, the US Government, its contractors and subcontractors, shall not be liable for damage to, or the loss of, a spacecraft or other property which has been delivered by DITJEN POSTEL or its contractors into the custody of NASA or its contractors or subcontractors for the purposes of an agreed launching. The US Government, its contractors and subcontractors shall not be liable in any event for damage to or the loss of any such DITJEN POSTEL property which results as a direct or indirect consequence of damage to, or the malfunctioning or loss of, a vehicle or vehicle stage occurring after the time DITJEN POSTEL has assumed the risk of loss, as provided for in the launch services contract, for that vehicle or vehicle stage.

B. Except as may be provided in a launch services contract, DITJEN POSTEL will indemnify and hold the US Government, its contractors and subcontractors harmless against any claims for personal injuries, death, or damage to or loss of property, or for other liability, arising out of the ascent, descent, flight, orbit, return to earth or operation of a satellite, or from its failure to operate.

ARTICLE V

Documentation and Reports

A. NASA and DITJEN POSTAL will exchange, through their respective Project Managers, all documents and information required for purposes of carrying out agreed missions, and such document and information will be used only for the aforesaid purpose.

B. Immediately after each launching, DITJEN POSTEL will provide NASA all data from the satellite relevant to ascertaining the performance of the launch vehicle, and such data will be used only for the aforesaid purpose.

C. DITJEN POSTEL will, upon NASA's request and at NASA's expense, provide NASA with any raw scientific and technical data received by DITJEN POSTEL from a satellite launched by NASA, and any reduced data therefrom. NASA's use of such unpublished data will be in accordance with the terms of the launching services contracts.

D. In any use of data passed to NASA under the above paragraphs A-C of this Article, NASA will respect and protect the confidentiality of proprietary information designated as such by DITJEN POSTEL, as provided for in the launch services contracts.

ARTICLE VI

Amendments

It is understood that this Memorandum of Understanding may be amended by mutual agreement of the parties.

ARTICLE VII

Confirmation

This Memorandum of Understanding, and any mutually agreed amendments thereto, shall be subject to confirmation by the Government of the United States and the Government of Indonesia through an exchange of diplomatic notes.

[SEAL] SOEHARDJONO

JAMES C FLETCHER

*For the Directorate
General of Posts
and Telecommunications
of Indonesia*

*For the US National Aeronautics
and Space Administration*

Date 1/10/75

Date 1/29/75

OCTOBER 9, 1972

OFFICE OF THE WHITE HOUSE PRESS SECRETARY

THE WHITE HOUSE

The President today announced a policy whereby the United States will provide launch assistance to other countries and international organizations for satellite projects which are for peaceful purposes and are consistent with obligations under relevant international arrangements. Launches will be provided on a non-discriminatory, reimbursable basis.

The President's decision extends to other countries the assurances given to the member states of the European Space Conference in September 1971. These assurances recognize the legitimate interests of European countries in being able to place satellites into space under non-discriminatory conditions. This action was in keeping with the President's recognition of the desirability of mutually beneficial co-operation in space and the importance of such cooperation as a new dimension in the further development of the Atlantic partnership.

Addressing the United Nations General Assembly nearly three years ago, the President noted particularly that "of all of man's great enterprises, none lends itself more logically or more compellingly to international cooperation than the venture into space."

In establishing today a global launch assurance policy, the President affirms the need for a dependable capability which would make it possible for nations to have access under equal conditions to the advantages which accrue through space applications. This global launch assurance policy further manifests United States faith that, in the language of the 1967 Outer Space Treaty,^[1] ". . . the exploration and use of outer space shall be carried out for the benefit and in the interests of all countries . . . and shall be the province of all mankind."

UNITED STATES POLICY GOVERNING THE PROVISION OF LAUNCH ASSISTANCE

I. United States launch assistance will be available to interested countries and international organizations for those satellite projects which are for peaceful purposes and are consistent with obligations under relevant international agreements and arrangements, subject only to the following:

- A. With respect to satellites intended to provide international public telecommunications services:
 1. The United States will provide appropriate launch assistance for those satellite systems on which Intelsat makes a favorable recommendation in accordance with Article XIV of its definitive arrangements.^[2]
 2. If launch assistance is requested in the absence of a favorable recommendation by Intelsat, the United States will provide launch assistance for those systems which the United States had supported within Intelsat so long as the country or international entity requesting the assistance considers in good faith that it has met its relevant obligations under Article XIV of the definitive arrangements.

¹ TIAS 6347; 18 UST 2410.

² TIAS 7532; 23 UST 3853.

3. In those cases where requests for launch assistance are maintained in the absence of a favorable Intelsat recommendation and the United States had not supported the proposed system, the United States will reach a decision on such a request after taking into account the degree to which the proposed system would be modified in the light of the factors which were the basis for the lack of support within Intelsat.
 - B. With respect to future operational satellite applications which do not have broad international acceptance, the United States will favorably consider requests for launch assistance when broad international acceptance has been obtained.
- II. Such launch assistance will be available, consistent with U.S. laws, either from U.S. launch sites (through the acquisition of U.S. launch services on a cooperative or reimbursable basis) or from foreign launch sites (by purchase of an appropriate U.S. launch vehicle). In the case of launches from foreign sites the United States will require assurance that the launch vehicles will not be made available to third parties without prior agreement of the United States.
- III. With respect to the financial conditions for reimbursable launch services from U.S. launch sites, foreign users will be charged on the same basis as comparable non-U.S. Government domestic users.
- IV. With respect to the priority and scheduling for launching foreign payloads at U.S. launch sites, such launches will be dealt with on the same basis as U.S. launches. Each launching will be treated in terms of its own requirements and as an individual case. When it becomes known when a payload will become available and what its launch window requirements will be, the launching will be scheduled for that time. Should a conflict arise, the United States will consult with all interested parties in order to arrive at an equitable solution.

The Indonesian Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF INDONESIA
WASHINGTON, D. C. 20036

March 26, 1975

The Honorable
Dr. Henry Kissinger
Secretary of State
Department of State
Washington, D.C.

Excellency:

I have the honour to acknowledge receipt of Your Excellency's Note of the 26th of March, 1975, with attached Memorandum of Understanding, which reads as follows:

"Excellency:

I have the honor to refer to the Memorandum of Understanding between the National Aeronautics and Space Administration (NASA) of the United States of America and the Directorate General of Posts and Telecommunications (DITJEN POSTEL) of Indonesia, dated January 29, 1975, concerning the conditions and responsibilities under which launches and associated service for Indonesian satellites will be furnished by NASA on a reimbursable basis.

TIAS 8054

The Memorandum of Understanding, the text of which is enclosed as Annex 1 to this note, provides inter alia that it shall be subject to confirmation by the Government of the United States and the Government of the Republic of Indonesia through an exchange of diplomatic notes.

I further have the honor to propose that the launching and associated services to be provided by NASA for Republic of Indonesia satellite projects shall be consistent with the relevant provisions of the United States launch assistance policy as confirmed by a statement of the President of the United States on October 9, 1972, such provisions being enclosed as Annex 2 to this note.

If the Government of the Republic of Indonesia would also confirm the provisions of the Memorandum of Understanding and concur in the proposals in this note, I have the honor to propose that this note and Your Excellency's reply, together with the Memorandum of Understanding, shall constitute an agreement between our two Governments regarding this matter, which shall enter into force on the date of your reply and shall remain in force for seven years and thereafter subject to six months' notice of termination by either Government.

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

For the Secretary of State:

Dixy Lee Ray

Enclosures:

Annex 1. Memorandum of Understanding
Annex 2. US Position on Launch Assistance."

I have the honour to state that the Government of the Republic of Indonesia confirm the provisions of the Memorandum of Understanding and concur in the proposals in Your Excellency's Note. The Government of the Republic of Indonesia therefore agrees that your Note, together with the Memorandum of Understanding and this reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force on the date of this reply and continue in force for seven years and thereafter subject to six months' notice of termination by either Government.

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



ROESMIN NURJADIN
Ambassador

092/Econ./75

BANGLADESH
Agricultural Commodities

*Agreement amending the agreement of October 4, 1974,
as amended.*

Effectuated by exchange of notes

Signed at Dacca May 16, 1975,

Entered into force May 16, 1975.

*The American Ambassador to the Bangladesh Secretary,
Planning Commission*

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, May 16, 1975

DEAR MR. SECRETARY

I have the honor to refer to the Title I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended November 8, 1974, December 2, 1974, January 27, 1975, February 28, 1975 and April 11, 1975, [¹] and propose the Agreement be further amended as follows

In Part II, Item I, Commodity Table (1) under the appropriate columns insert "Soybean Oil, 1975, 7,100 and \$5.5" and, (2) under total Export Market Value delete "\$217 7" and insert "\$223.2"

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

¹ TIAS 7949, 7973, 8016, 8046, 25 UST 2833, 3213, ante, p. 117, 467.

I propose that this note and your reply concurring therein constitute an Agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

Mr. M. SYEDUZZAMAN

Secretary

Planning Commission

Government of Bangladesh

Dacca

The Bangladesh Secretary, Planning Commission, to the American Ambassador

Mr. M. SYEDUZZAMAN

Secretary



[1]

*Secretary
Bangladesh Planning Commission*

MINISTRY OF PLANNING
PLANNING COMMISSION
BANGLADESH SECRETARIAT

D.O. No. 389/ERD-II/USA (PL-480)-1/75

Dated, the 16th MAY, 1975

EXCELLENCY,

I have the honour to refer to the Title—I, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended November 8, 1974, December 2, 1974, January 27, 1975, February 28, 1975 and April 11, 1975 and we concur to the amendments as proposed in your note dated May 16, 1975 as follows:

¹ In translation reads: "Government People's Republic of Bangladesh".

In Part II, Item I, Commodity Table: (1) under the appropriate columns insert "Soybean Oil, 1975, 7,100 and \$5.5" and; (2) under total Export Market Value delete "\$217.7" and insert "\$223.2".

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

This note in reply concurring to the proposals as mentioned in your note of May 16, 1975 constitutes an Agreement between our two Governments effective this date.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

M. SYEDUZZAMAN

(M. Syeduzzaman)

H.E. Mr. DAVIS E. BOSTER,

Ambassador

Embassy of the U S A in Bangladesh

Adamjee Court, Motijheel,

Dacca.

Bengali Text of the Bangladesh Note



প্রাপ্ত এবং সার্বভৌমিক,
সরকার

গণপ্রজাতন্ত্রী বাংলাদেশ সরকার
পরিকল্পনা মন্ত্রণালয়
(পরিকল্পনা কমিশন)
চাকা

তি. ৩' নং ১৮৯/ই-বার-তি-৫/১১-এন-এফি, এন-১৮-০১-৫/৭৫ পাইলি টা. ১০, ১৯৭৫ ঈ।

স্বাক্ষর,

যদি আপনার আনন্দের প্রত্যেক সরকারের মধ্যে পিলত ৩-১০-৭০ জাতিয় হৃষিক্ষিত এবং ৮-১১-৭০, ৫-১২-৭০, ২৫-৩-৭৫, ২৮-২-৭৫ ও ১১-৩-৭৫ জাতিয় সরকারিত থি, এন-১৮-০ টাইপে -১, হরি পথ নিম্ন দুটি প্রদর্শন কীর্তি । আপনার ১৫-৩-৭৫ পাইলের পক্ষে প্রযুক্তি থি, এন-১৮-০ টাইপে -১ দুটিক ক্ষেত্রে - আপোর্টেন এবং চালিকায় নিম্নলিখিত সর্বোচ্চের আনন্দের স্বীকৃতি পাই ।

(১) ব্যাপক ক্ষেত্রে মিল "ক্লাউডিয় লৈন, ফ্রান্স, ৭,৬০০ এন৯ ৫৫ মদ" আর আর্মা পটো, এবং

(২) প্রাচী সুন্দরী বালুর মুক্ত ক্ষেত্র "২১ মাই ৭৯ মদ" আর কার্ডিও "২২ মাই-০২ মদ" চোরার আর্মা পটো,

এই সর্বোচ্চের ক্ষেত্রে পিলত ০-১০-৭০ পাইলে দ্রুতিতে ক্ষেত্রে দুটিক আনন্দ প্রতিক্রিয়া পরিলে ।

আপনার ১৫-৩-৭৫ পাইলের পক্ষে প্রযুক্তি উপরোক্ত সর্বোচ্চের ক্ষেত্রে আলাইকা আনন্দ করি তিঁর আনন্দের প্রত্যেক সরকারের মধ্যে একটি দুটিক্ষেত্রে পরিষেতে আলাইকা আনন্দ করেন ।

স্বাক্ষর, যদি আপনি আপনি জর্জে নিম্নলিখিত শুরু পাশ্চাত্য প্রদর্শন করুন ।

স্বাক্ষর ক্ষেত্র,
প্রাচী সুন্দরী
(এন, সার্বভৌমিক)

স্বাক্ষর মি: তেহিন ইং ক্লোড
সার্বভৌমিক প্রদর্শন
স্বাক্ষর - ১।

CANADA

Weather Modification: Exchange of Information

*Agreement signed at Washington March 26, 1975;
Entered into force March 26, 1975.*

Agreement Between the United States of America
and Canada Relating to the Exchange of
Information on Weather Modification Activities

The Government of the United States of
America and the Government of Canada,

Aware, because of their geographic
proximity, that the effects of weather modification
activities carried out by either Party or its
nationals may affect the territory of the other;

Noting the diversity of weather modification
activities in both the United States and Canada by
private parties, by State and Provincial authorities,
and by the Federal Governments;

Believing that the existing state of
knowledge warrants the expectation of further
development over a period of time in the science and
technology of weather modification;

Taking into particular consideration the
special traditions of prior notification and
consultation and the close cooperation that have
historically characterized their relations;

Believing that a prompt exchange of pertinent
information regarding the nature and extent
of weather modification activities of mutual interest
may facilitate the development of the technology of
weather modification for their mutual benefit;

Recognizing the desirability of the
development of international law relating to weather
modification activities having transboundary effects;

Have agreed as follows:

ARTICLE I

As used in this Agreement:

- (a) "Weather modification activities", means activities performed with the intention of producing artificial changes in the composition, behavior, or dynamics of the atmosphere;
- (b) "Weather modification activities of mutual interest" means weather modification activities carried out in or over the territory of a Party within 200 miles of the international boundary; or such activities wherever conducted, which, in the judgment of a Party, may significantly affect the composition, behavior, or dynamics of the atmosphere over the territory of the other Party;
- (c) "Responsible agencies" means the National Oceanic and Atmospheric Administration of the United States and the Atmospheric Environment Service of Canada, or such other agencies as the Parties may designate;
- (d) "Reporting requirements" means the requirements established by the domestic laws or regulations of the Parties for reporting to the responsible agencies information relating to weather modification activities by persons or entities engaged in weather modification.

ARTICLE II

- (1) Information relating to weather modification activities of mutual interest acquired by a responsible agency through its reporting requirements or otherwise, shall be transmitted as soon as practicable to the responsible agency of the other Party. Whenever possible, this information shall be transmitted prior to the commencement of such activities. It is anticipated that such information will be transmitted within five working days of its receipt by a responsible agency.
- (2) Information to be provided by the responsible agencies shall include copies of relevant reports received through the reporting procedures after the effective date of this Agreement, and such other information and interpretation as the responsible agency might consider appropriate.
- (3) Nothing herein shall be construed to require transmission to the other responsible agency of information, the disclosure of which is prohibited by law, or of information which, in the judgment of the responsible agency, is proprietary information.

ARTICLE III

The responsible agencies shall consult with a view to developing compatible reporting formats, and to improving procedures for the exchange of information.

ARTICLE IV

In addition to the exchange of information pursuant to Article II of this Agreement, each Party agrees to notify and to fully inform the other concerning any weather modification activities of mutual interest conducted by it prior to the commencement of such activities. Every effort shall be made to provide such notice as far in advance of such activities as may be possible, bearing in mind the provisions of Article V of this Agreement.

ARTICLE V

The Parties agree to consult, at the request of either Party, regarding particular weather modification activities of mutual interest. Such consultations shall be initiated promptly on the request of a Party, and in cases of urgency may be undertaken through telephonic or other rapid means of communication. Consultations shall be carried out in light of the Parties' laws, regulations,

and administrative practices regarding weather modification.

ARTICLE VI

The Parties recognize that extreme emergencies, such as forest fires, may require immediate commencement by one of them of weather modification activities of mutual interest notwithstanding the lack of sufficient time for prior notification pursuant to Article IV, or for consultation pursuant to Article V. In such cases, the Party commencing such activities shall notify and fully inform the other Party as soon as practicable, and shall promptly enter into consultations at the request of the other Party.

ARTICLE VII

Nothing herein relates to or shall be construed to affect the question of responsibility or liability for weather modification activities, or to imply the existence of any generally applicable rule of international law.

ARTICLE VIII

Each Party shall conduct an annual review of this Agreement while it remains in force, and shall inform the other of its views regarding the

Agreement's operation and effectiveness and the desirability of its amendment to reflect the evolution of the science and technology of weather modification and of international law. The Parties shall meet periodically, by mutual agreement, or at the request of either, to review the implementation of this Agreement or to consider other issues related to weather modification.

ARTICLE IX

This Agreement shall enter into force upon signature. It may be amended by mutual agreement of the Parties and may be terminated by either Party upon six months written notice to the other Party.

**Accord Entre les Etats-Unis d'Amérique et le Canada
Concernant l'Echange de Renseignements Relatifs
aux Activités Visant à Modifier le Temps**

Le gouvernement des Etats-Unis d'Amérique et le
gouvernement du Canada,

Conscients, en raison de leur proximité géographique,
que les effets des activités visant à modifier le temps
exercées par l'une ou l'autre partie ou leurs ressortissants
peuvent avoir des répercussions dans le territoire de l'autre
partie;

Notant la diversité des activités visant à modifier
le temps exercées tant aux Etats-Unis qu'au Canada par des
particuliers, par les autorités des Etats et des Provinces et
par les gouvernements fédéraux;

Estimant que l'état actuel des connaissances permet
d'espérer en des progrès futurs dans le domaine de la science
et de la technologie relatives à la modification du temps;

Tenant particulièrement compte des traditions spéciales
de notification et de consultation préalables et d'étroite
collaboration qui caractérisent depuis longtemps leurs relations;

Estimant qu'un prompt échange de renseignements
pertinents concernant la nature et la portée des activités
d'intérêt mutuel visant à modifier le temps pourrait faciliter,
au profit des deux parties, le développement de la technologie
relative à la modification du temps;

Reconnaissant l'intérêt qu'il y a à développer la partie
du droit international se rapportant aux activités visant à
modifier le temps qui ont des effets transfrontières;

Sont convenus de ce qui suit:

ARTICLE I

Aux fins du présent accord:

- (a) "Activité visant à modifier le temps", signifie toute activité exercée dans le but de produire des changements artificiels dans la composition, le comportement ou la dynamique de l'atmosphère;
- (b) "Activité d'intérêt mutuel visant à modifier le temps" signifie une telle activité exercée à l'intérieur ou au-dessus du territoire d'une partie, dans un rayon de 200 milles de la frontière internationale ou une activité, où qu'elle soit exercée, qui, de l'avis de l'une des parties, pourrait influer de façon marquée sur la composition, le comportement ou la dynamique de l'atmosphère du territoire de l'autre partie;
- (c) "Organismes responsables" s'entend de l'Administration Nationale des Affaires Océaniques et Atmosphériques (National Oceanic and Atmospheric Administration) des Etats-Unis et le Service de l'Environnement Atmosphérique du Canada ou tout autres organismes que les parties pourront désigner;
- (d) "Exigences relatives aux rapports" s'entend des exigences établies en conformité avec les lois ou règlements des parties concernant le rapport aux organismes responsables des renseignements relatifs aux activités visant à modifier le temps par des personnes physiques ou morales se livrant à ces activités.

ARTICLE II

- (1) Les renseignements relatifs aux activités d'intérêt mutuel visant à modifier le temps qu'un organisme responsable aura obtenus en vertu de ses exigences relatives aux rapports ou par d'autres moyens seront transmis dans les plus brefs délais possible à l'organisme responsable de l'autre partie. Toutes les fois que les circonstances le permettront, lesdits renseignements seront transmis avant que ces activités ne débutent, normalement dans les cinq jours ouvrables suivant la date de leur réception par l'organisme responsable.
- (2) Les renseignements que devront fournir les organismes responsables comprendront des copies des rapports pertinents reçus, conformément aux pratiques établies à cette fin, après la date d'entrée en vigueur du présent accord ainsi que tout autres renseignements et interprétations que l'organisme responsable jugera appropriés.
- (3) Aucune disposition du présent accord ne sera interprétée comme exigeant d'un organisme responsable qu'il transmette à l'autre organisme responsable des renseignements dont la divulgation est interdite par la loi ou des renseignements que le premier organisme responsable estime relever du domaine de l'exclusivité.

ARTICLE III

Les organismes responsables se consulteront aux fins de décider d'un mode mutuellement acceptable des présentations des rapports et d'améliorer les pratiques régissant l'échange de renseignements.

ARTICLE IV

Outre qu'elle échangera des renseignements conformément aux dispositions de l'article II du présent accord, chaque partie convient d'aviser et de tenir dûment informée l'autre partie de toute activité visant à modifier le temps qu'elle prévoit exercer, avant le début de ladite activité. La partie intéressée s'efforcera d'aviser l'autre partie le plus à l'avance possible du début de ladite activité en gardant présent à l'esprit les dispositions de l'article V du présent accord.

ARTICLE V

A la demande de l'une ou l'autre partie, les deux parties conviennent de se consulter sur des activités particulières d'intérêt mutuel visant à modifier le temps. Lesdites consultations s'amorceront promptement à la demande d'une des parties; dans les cas d'urgence, elles pourront se faire par téléphone ou par l'entremise de tout autre moyen de communication rapide. Les consultations se tiendront dans le cadre des lois, règlements et pratiques administratives des parties touchant la modification du temps.

ARTICLE VI

Les deux parties conviennent qu'en cas d'extrême urgence, comme les incendies de forêt, l'une ou l'autre partie pourra se voir dans l'obligation d'exercer des activités d'intérêt mutuel visant à modifier le temps, nonobstant le manque de temps nécessaire à la notification préalable, conformément à l'article IV, ou à la

consultation, conformément à l'article V. Le cas échéant, la partie qui entreprend ces activités, avisera et tiendra dûment informée l'autre partie dans les plus brefs délais possible et elle entrera promptement en consultation avec celle-ci, à sa demande.

ARTICLE VII

Aucune disposition du présent accord ne se rapporte ou ne devra être interprétée comme se rapportant à la question de la responsabilité ou des obligations se rattachant aux activités visant à modifier le temps ou comme impliquant l'existence de quelque règle de droit international généralement applicable que ce soit.

ARTICLE VIII

Chaque partie procédera à une révision annuelle du présent accord tant qu'il demeurera en vigueur et fera part à l'autre partie de ses constatations concernant la mise en application et l'efficacité de l'accord ainsi que l'opportunité de le modifier en fonction de l'évolution de la science et de la technologie relatives à la modification du temps ainsi que l'évolution du droit international. Les parties se réuniront à intervalles périodiques, d'un commun accord ou à la demande de l'une ou l'autre partie, pour passer en revue la mise en application du présent accord ou discuter d'autre questions relatives à la modification du temps.

ARTICLE IX

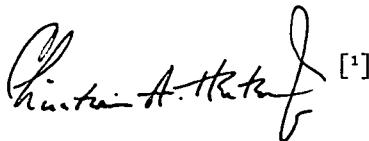
Le présent Accord entrera en vigueur au moment de sa signature. Il pourrait être modifié d'un commun accord et pourrait être résilié par l'une ou l'autre des parties à la suite d'un préavis écrit de six mois signifié à l'autre partie.

IN WITNESS WHEREOF the Representatives of the
two Governments have signed this Agreement.

DONE in duplicate at Washington this twenty sixth
day of March 1975 in English and French, each version being
equally authentic.

EN FOI DE QUOI les représentants des deux
gouvernements ont signé le présent Accord.

FAIT en double exemplaires à Washington le
vingt sixième jour de mars 1975 en anglais et en français,
les deux textes faisant également foi.



[¹]

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique



[²]

For the Government of Canada
Pour le Gouvernement du Canada

¹ Christian A. Herter, Jr.

² Jéanne Sauvé

CANADA
Reciprocal Fishing Privileges

*Agreement extending the agreement of June 15, 1973,
as extended.*

*Effectuated by exchange of notes
Signed at Ottawa April 24, 1975;
Entered into force April 24, 1975.*

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs



Ministère des Affaires étrangères

Canada

Ottawa, K1A OG2

April 24, 1975

FLO-438

Excellency,

I have the honour to refer to the agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, done at Ottawa on June 15, 1973, [¹] and now due to expire on April 24, 1975.

Paragraph eight (8) of that agreement provides that representatives of the two governments shall consult prior to the expiration of the period of its validity with a view to possible amendment and/or extension.

Such consultation has taken place, and the Government of Canada considers it desirable to extend the agreement for a further period of time. I, therefore, have the honour to propose, on behalf of the Government of Canada, that this agreement be extended to April 24, 1976, and that at any time during the period of extension, upon request of either government, both governments agree to meet to review the terms of the agreement.

His Excellency the Honourable William J. Porter,
Ambassador of the United States of America,
Ottawa.

¹ TIAS 7676, 7818; 24 UST 1729; 25 UST 653.

I have the honour further to propose that, if acceptable, this Note, which is authentic in English and in French, and your Excellency's reply to that effect shall constitute an agreement between our two governments, which shall enter into force on the date of your reply.

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

m Mitchell Sharp [1]
Secretary of State
for External Affairs

¹ Mitchell Sharp

French Text of the Canadian Note

Department of External Affairs



Ministère des Affaires étrangères

Canada

Ottawa, K1A 0G2
le 24 avril 1975

FLO-438

Excellence,

J'ai l'honneur de me référer à l'accord entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique relativement aux priviléges réciproques de pêche dans certaines régions situées au large de leurs côtes qui a été fait à Ottawa, le 15 juin 1973, et qui doit maintenant venir à terme le 24 avril 1975.

Le paragraphe huit (8) de cet accord prévoit que des représentants des deux gouvernements se consulteront avant l'expiration de la période de validité afin d'étudier la possibilité d'apporter des modifications à l'accord ou de le proroger.

Cette consultation a eu lieu, et le Gouvernement du Canada estime souhaitable de proroger l'accord. J'ai l'honneur, par conséquent, de vous proposer, au nom du Gouvernement du Canada, que l'accord reste en vigueur jusqu'au 24 avril 1976, et qu'à tout moment, pendant la durée

Son Excellence Monsieur William J. Porter
Ambassadeur des Etats-Unis d'Amérique
Ottawa

de cet accord, les deux gouvernements acceptent de se réunir à la requête d'une des parties afin de procéder à l'examen des dispositions de l'accord.

J'ai l'honneur de proposer, en outre, que, si elle vous agrée, la présente note, dont les textes français et anglais font également foi, et votre réponse à cet effet, constituent entre nos deux gouvernements un accord qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

Mitchell Page
pmr le Secrétaire d'Etat
aux Affaires extérieures

*The American Ambassador to the Canadian Secretary of State for
External Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 74

OTTAWA, April 24, 1975

SIR:

I have the honor to refer to your note of April 24, 1975, proposing that the agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, signed at Ottawa on June 15, 1973, as extended, be further extended to April 24, 1976, and that at any time during the period of extension, upon the request of either government, both governments agree to meet to review the terms of the agreement.

In reply, I have the honor to inform you that the proposal set forth in your note is acceptable to the Government of the United States of America, which agrees that your note, which is authentic in English and French, and this reply, shall constitute an agreement between our two governments, which shall enter into force on the date of this reply.

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

WILLIAM J. PORTER

The Honorable

ALLAN MACEACHEN, P.C.,
*Secretary of State for
External Affairs,
Ottawa.*

UNION OF SOVIET SOCIALIST REPUBLICS

Air Transport Services

Agreement amending the protocol of June 23, 1973.

Effectuated by exchange of notes

Dated at Moscow December 9, 1974 and April 16, 1975;

Entered into force April 16, 1975.

The Soviet Ministry of Foreign Affairs to the American Embassy

№ 96/осша

Министерство Иностранных Дел Союза Советских Социалистических Республик свидетельствует свое уважение Посольству Соединенных Штатов Америки и, ссылаясь на достигнутую между Аэрофлотом и Pan-American 1 ноября с.г. договоренность по вопросам развития и эксплуатации регулярных авиалиний, а также Протокол между СССР и США по вопросам расширения сотрудничества в области воздушных сообщений от 23 июня 1973 года, имеет честь предложить Правительству Соединенных Штатов Америки следующий текст пункта 5 Приложения к вышеназванному Протоколу:

"Каждое назначенное авиапредприятие может выполнять до четырех рейсов в неделю в летний период 1975 года (1 апреля 1975 г. - 31 октября 1975 г.), а в дальнейшем частота полетов будет согласована между Договаривающимися Сторонами. Назначенное авиапредприятие США может использовать право, определенное в пункте 4, на всех своих рейсах. Назначенное авиапредприятие СССР может использовать право, определенное в пункте 4, на двух из своих рейсов".

Министерство предлагает, чтобы в случае приемлемости для американской стороны указанного текста настоящая нота и ответ на нее Посольства США составили договоренность между двумя Сторонами об изменении пункта 5 Приложения к Протоколу от 23 июня 1973 г., которая вступит в силу в день ответа Посольства.

Москва, 9 декабря 1974 года

ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г. Москва



TRANSLATION

No. 96/usad

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics presents its compliments to the Embassy of the United States of America and, referring to the understanding between Aeroflot and Pan American reached on November 1, 1974 on the question of developing and operating scheduled air services as well as to the Protocol of June 23, 1973 [¹] between the USSR and the U.S. on Questions Relating to the Expansion of Air Services, has the honor to propose to the Government of the United States the following text of Paragraph 5 of the Annex to the above-mentioned Protocol:

[For the English language text, see p. 563.]

The Ministry proposes that, if the U.S. side consider the above text acceptable, this note and the reply to it from the U.S. Embassy shall constitute an understanding between the two Parties concerning the amendment of Paragraph 5 of the Annex to the Protocol of June 23, 1973, which understanding shall become effective on the day of the Embassy's reply.

Moscow, December 9, 1974

EMBASSY
OF THE UNITED STATES OF AMERICA
Moscow

¹ TIAS 7658; 24 UST 1506.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. 431

The Embassy of the United States of America refers to Note No. 96 of the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics of December 9, 1974, regarding a proposed amendment to Paragraph 5 of the Annex to the Protocol of June 23, 1973, amending the Air Transport Services Agreement of November 4, 1966.^[1] The Embassy accepts the Ministry's proposed text of Paragraph 5, which is amended to read.

"Each designated airline may operate up to four flights per week during the 1975 summer season (April 1, 1975, through October 31, 1975) and thereafter such number of flights as may subsequently be agreed to between the contracting parties. The designated airline of the United States may exercise the right specified in Paragraph 4 above on all its flights. The designated airline of the Soviet Union may exercise the right specified in Paragraph 4 above on two of its flights."

AJS/

Embassy of the United States of America,

Moscow, April 16, 1975.

¹ TIAS 6135, 6489, 7287, 7609; 17 UST 1909, 1936, 19 UST 4848, 23 UST 158, 24 UST 981.

UNION OF SOVIET SOCIALIST REPUBLICS

Direct Communications Link

Agreement amending the agreement of September 30, 1971.

Effectuated by exchange of notes

Dated at Moscow March 20 and April 29, 1975,

Entered into force April 29, 1975.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. 295

The Embassy of the United States of America refers to the Ministry of Foreign Affairs of the Union of Soviet Socialist Republics to the Agreement between the United States of America and the Union of Soviet Socialist Republics on measures to improve the USA-USSR direct communications link, signed at Washington, September 30, 1971.^[1] With respect to the "Molniya II System(s)" and Molniya II Earth Station" referred to in the Agreement, the Government of the United States of America proposes that the Agreement be modified to delete "II" in each case so that the references in the Annex would be to "Molniya System(s)" and "Molniya Earth Station."

If the foregoing is acceptable to the Government of the Union of Soviet Socialist Republics, the Government of the United States of America proposes that this Note and the reply thereto indicating acceptance and confirming that the technical information applicable to Molniya-2 is the same for Molniya-3, shall be considered as constituting an agreement between the two Governments concerning this matter, which shall come into force on the date of reply by the Government of the Union of Soviet Socialist Republics.

N M

EMBASSY OF THE UNITED STATES OF AMERICA,
Moscow, March 20, 1975.

¹ TIAS 7187, 22 UST 1598.

The Soviet Ministry of Foreign Affairs to the American Embassy

МИНИСТЕРСТВО
ИНОСТРАННЫХ ДЕЛ СССР

№ 20/осма

Министерство Иностранных Дел Союза Советских Социалистических Республик ссылается на ноту Посольства Соединенных Штатов Америки в Москве от 20 марта 1975 года, в которой содержится предложение о внесении изменений в Соглашение между Союзом Советских Социалистических Республик и Соединенными Штатами Америки о мерах по усовершенствованию линии прямой связи СССР-США, а именно: исключить из наименований система "Молния 2" и земная станция "Молния 2" цифру "2" в каждом случае, с тем чтобы соответствующие ссылки в Приложении к указанному Соглашению, являющемуся его неотъемлемой частью, относились таким образом к системе "Молния" и земной станции "Молния".

Советская сторона согласна с такими изменениями и подтверждает, что технические характеристики, относящиеся к системе "Молния", полностью соответствуют ранее выданным американской стороне.



ПОСОЛЬСТВУ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
OF THE UNION OF SOVIET
SOCIALIST REPUBLICS

No. 20/USAD

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics refers to the Note of the Embassy of the United States of America of March 20, 1975, which contains a suggestion for amending the Agreement between the Union of Soviet Socialist Republics and the United States of America on Measures to Improve the USSR-USA Direct Communications Link, as follows: to exclude from the nomenclature "Molniya II System" and "Molniya II Earth Station" the number "II" in each case, so that corresponding references in the Annex to the indicated Agreement, of which the Annex is an integral part, would thus refer to the "Molniya System" and "Molniya Earth Station."

The Soviet side agrees to these changes and confirms that the technical characteristics relating to the "Molniya System" fully correspond to those provided earlier to the American side.

Moscow, April 29, 1975

[SEAL]

Embassy of the
United States of America,
Moscow.

CANADA

Nonscheduled Air Services

*Agreement terminating reservations relating to the agreement of
May 8, 1974.*

Effectuated by exchange of notes

Dated at Washington March 19 and 20 and May 2, 1975;

Entered into force May 2, 1975;

Effective March 19, 1975.

The Acting Secretary of State to the Canadian Ambassador

MARCH 19, 1975

Excellency:

I have the honor to refer to the United States-Canada Nonscheduled Air Service Agreement of May 8, 1974.^[1] An exchange of notes dated May 8, 1974, related to that Agreement, contains a United States reservation on the acceptance of Inclusive Tour Charter flights and a Canadian reservation which terminates in part upon receipt of notice that the above mentioned United States reservation has been withdrawn.

I have the honor to inform your Excellency that the United States reservation expressed in the above-referenced May 8, 1974 note is hereby terminated. The Department of State would appreciate being informed by the Embassy of Canada of the date of receipt of this note. The Department of State would further appreciate an acknowledgement from the Embassy of Canada that the Canadian reservation in question is also terminated effective on the date of receipt of this note, except that the percentages shown for the second phases specified in Schedules 1, 2 and 3 of Annex C to the said Agreement will not be applied until April 1 of the third operating year after the date of this note, and the percentages shown for the final phases defined in the same Schedules will be applied two years thereafter.

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

For the Acting Secretary of State:

R. J. WALDMANN

His Excellency

MARCEL CADIEUX,

Ambassador of Canada.

¹ TIAS 7826; 25 UST 787.

The Canadian Ambassador to the Acting Secretary of State

Canadian Embassy



Ambassade du Canada

Washington, March 20, 1975

No. 109

Sir,

I have the honour to refer to your Note dated and received March 19, 1975, which transmits the termination by the United States of its reservation to the United States/Canada Nonscheduled Air Services Agreement of May 8, 1974, which reservation concerns the acceptance of Inclusive Tour Charter flights.

This action on the part of the United States has been brought to the attention of the appropriate Canadian authorities. It is the hope of the Embassy to be able shortly to confirm to the Department of State the latter's interpretation of the effect on the Canadian counter-reservation of this United States decision.

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

[¹]

R. McKinney
for the Ambassador

The Honorable Robert S. Ingersoll,
Acting Secretary of State,
WASHINGTON, D.C.

¹ R. McKinney

The Canadian Embassy to the Department of State

Canadian Embassy

Ambassade du Canada

No. 154

The Embassy of Canada presents its compliments to the Department of State and has the honour to refer to the Department's Note of March 19, 1975, acknowledged by our Note 109 of March 20, 1975, relating to the termination by the United States of its reservation to the United States/Canada Nonscheduled Air Services Agreement of May 9, 1974.

The Embassy of Canada wishes to confirm to the Department of State that the United States action of withdrawing its reservation to the said Agreement has the effect of terminating the Canadian counter-reservation to the said Agreement as of the date of receipt of the United States Note under reference. The Embassy would be grateful if the Department of State would draw this confirmation to the attention of the appropriate United States authorities.

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

May 2, 1975

WASHINGTON, D.C.

A handwritten signature, likely belonging to the Canadian Ambassador or a high-ranking official, placed over the typed name.

TIAS 8060

MULTILATERAL

Prohibition of the Use in War of Asphyxiating, Poisonous or Other Gases, and of Bacteriological Methods of Warfare

Protocol done at Geneva June 17, 1925;

*Ratification advised by the Senate of the United States of America,
subject to a reservation, December 16, 1974;*

*Ratified by the President of the United States of America, subject
to said reservation, January 22, 1975;*

*Ratification of the United States of America deposited with the
Government of France April 10, 1975;*

*Proclaimed by the President of the United States of America
April 29, 1975;*

*Entered into force with respect to the United States of America
April 10, 1975.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol for the Prohibition of the Use in War of Asphyxiating, Poisonous or Other Gases, and of Bacteriological Methods of Warfare was signed at Geneva on June 17, 1925, the certified text of which, in the English and French languages, is hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1974, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol subject to a reservation as follows:

"That the said Protocol shall cease to be binding on the Government of the United States with respect to the use in war of asphyxiating, poisonous or other gases, and of all analogous liquids, materials, or devices, in regard to an enemy State if such State or any of its allies fails to respect the prohibitions laid down in the Protocol.";

The President of the United States of America on January 22, 1975, ratified the Protocol, subject to the aforesaid reservation, in pursuance

of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Government of the French Republic on April 10, 1975;

Pursuant to the provisions of the Protocol, the Protocol entered into force for the United States of America on April 10, 1975;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Protocol, to the end that it shall be observed and fulfilled with good faith on and after April 10, 1975, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-ninth day of April in the year of our Lord one thousand nine hundred seventy-five and of the independence of the United States of America the one hundred ninety-ninth.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

PROTOCOLE

concernant la prohibition d'emploi à la guerre de gaz
asphyxiants, toxiques ou similaires et de
moyens bactériologiques.

PROTOCOL

for the Prohibition of the Use in War of Asphyxiating,
Poisonous or Other Gases, and of Bacteriological
Methods of Warfare.

PROTOCOLE

LES PLÉNIOPOTENTIAIRES SOUSSIGNÉS, au nom de leurs Gouvernements respectifs:

CONSIDÉRANT que l'emploi à la guerre de gaz asphyxiants, toxiques ou similaires, ainsi que de tous liquides, matières ou procédés analogues, a été à juste titre condamné par l'opinion générale du monde civilisé,

CONSIDÉRANT que l'interdiction de cet emploi a été formulée dans des traités auxquels sont Parties la plupart des Puissances du monde,

DANS LE DESSEIN de faire universellement reconnaître comme incorporée au droit international cette interdiction, qui s'impose également à la conscience et à la pratique des nations,

DÉCLARENT :

Que les Hautes Parties Contractantes, en tant qu'elles ne sont pas déjà Parties à des traités prohibant cet emploi, reconnaissent cette interdiction, acceptent d'étendre cette interdiction d'emploi aux moyens de guerre bactériologiques et conviennent de se considérer comme liées entre elles aux termes de cette déclaration.

Les Hautes Parties Contractantes feront tous leurs efforts pour amener les autres Etats à adhérer au présent Protocole. Cette adhésion sera notifiée au Gouvernement de la République française et, par celui-ci, à toutes les Puissances signataires et adhérentes. Elle prendra effet à dater du jour de la notification faite par le Gouvernement de la République française.

Le présent Protocole, dont les textes français et anglais feront foi, sera ratifié le plus tôt possible. Il portera la date de ce jour.

Les ratifications du présent Protocole seront adressées au Gouvernement de la République française, qui en notifiera le dépôt à chacune des Puissances signataires ou adhérentes.

Les instruments de ratification ou d'adhésion resteront déposés dans les archives du Gouvernement de la République française.

Le présent Protocole entrera en vigueur pour chaque Puissance signataire à dater du dépôt de sa ratification et, dès ce moment, cette Puissance sera liée vis-à-vis des autres Puissances ayant déjà procédé au dépôt de leurs ratifications.

PROTOCOL

THE UNDERSIGNED PLENIPOTENTIARIES, in the name of their respective Governments:

WHEREAS the use in war of asphyxiating, poisonous or other gases, and of all analogous liquids, materials or devices, has been justly condemned by the general opinion of the civilised world; and

WHEREAS the prohibition of such use has been declared in Treaties to which the majority of Powers of the world are Parties; and

To THE END that this prohibition shall be universally accepted as a part of International Law, binding alike the conscience and the practice of nations;

DECLARE:

That the High Contracting Parties, so far as they are not already Parties to Treaties prohibiting such use, accept this prohibition, agree to extend this prohibition to the use of bacteriological methods of warfare and agree to be bound as between themselves according to the terms of this declaration.

The High Contracting Parties will exert every effort to induce other States to accede to the present Protocol. Such accession will be notified to the Government of the French Republic, and by the latter to all signatory and acceding Powers, and will take effect on the date of the notification by the Government of the French Republic.

The present Protocol, of which the French and English texts are both authentic, shall be ratified as soon as possible. It shall bear to-day's date.

The ratifications of the present Protocol shall be addressed to the Government of the French Republic, which will at once notify the deposit of such ratification to each of the signatory and acceding Powers.

The instruments of ratification of and accession to the present Protocol will remain deposited in the archives of the Government of the French Republic.

The present Protocol will come into force for each signatory Power as from the date of deposit of its ratification, and, from that moment, each Power will be bound as regards other Powers which have already deposited their ratifications.

EN FOI DE QUOI LES Plénipotentiaires ont signé le présent Protocole.

FAIT à Geneve, en un seul exemplaire, le dix-sept juin mil neuf cent vingt-cinq.

IN WITNESS WHEREOF the Plenipotentiaries have signed the present Protocol.

DONE at Geneva in a single copy, this seventeenth day of June, One Thousand Nine Hundred and Twenty-Five.

Pour l'ALLEMAGNE

For GERMANY

Pour les ETATS-UNIS D'AMÉRIQUE

For the UNITED STATES OF AMERICA

Pour l'AUTRICHE

For AUSTRIA

Pour la BELGIQUE

For BELGIUM

Pour le BRÉSIL

For BRAZIL

Pour l'EMPIRE BRITANNIQUE

For the BRITISH EMPIRE

I declare that my signature does not bind the British Dominions which is a separate member of the League of Nations and does not separately sign or adhere to the Protocol [1]

Chelmsford

Pour le CANADA

For CANADA

Walter B. Whitehill

Pour l'ETAT LIBRE D'IRLANDE

For the IRISH FREE STATE

Pour l'INDE

For INDIA

P. S. C. C.

Pour la BULGARIE

For BULGARIA

A. Minov

Pour le CHILI

For CHILE

Mirabalera.
Général de division

Pour la CHINE

For CHINA

¹The text of the declaration reads as follows: "I declare that my signature does not bind India or any British Dominion which is a separate member of the League of Nations and does not separately sign or adhere to the Protocol".

Pour la COLOMBIE

For COLOMBIA

Pour le DANEMARK

For DENMARK

Pour l'ÉGYPTE

For EGYPT

Pour l'ESPAGNE

For SPAIN

Pour l'ESTHONIE

For ESTHONIA

Pour l'ETHIOPIE

For ABYSSINIA

Pour la FINLANDE

For FINLAND

Pour la FRANCE

For FRANCE

Pour la GRÈCE

For GREECE

Pour la HONGRIE

For HUNGARY

Pour le JAPON

For JAPAN

Pour la LETTONIE

For LATVIA

Pour la LITHUANIE

For LITHUANIA

Pour le LUXEMBOURG

For LUXEMBOURG

Pour le NICARAGUA

For NICARAGUA

Pour la NORVÈGE

For NORWAY

Pour le PANAMA

For PANAMA

Pour les PAYS-BAS

For the NETHERLANDS

Pour la PERSE

For PERSIA

Pour la POLOGNE

For POLAND

Pour le PORTUGAL

For PORTUGAL

Pour la ROUMANIE

For ROUMANIA

Pour le SALVADOR

For SALVADOR

Pour le SIAM

For Siam

M. C. Duffield

Pour la SUÈDE

For SWEDEN

Pour la SUISSE

For SWITZERLAND

Pour le ROYAUME DES SERDES,
CROATES ET SLOVÈNESFor the KINGDOM OF THE SERBS,
CROATS AND SLOVENES*ghrai Kalafatowitj.
w. l. d. grey shaw*

Pour la Tchécoslovaquie

For CZECHOSLOVAKIA

Pour la TURQUIE

For TURKEY

Pour l'URUGUAY

For URUGUAY

Pour le VENEZUELA

For VENEZUELA

MULTILATERAL

Bacteriological (Biological) and Toxin Weapons

Convention done at Washington, London, and Moscow April 10, 1972;

Ratification advised by the Senate of the United States of America December 16, 1974;

Ratified by the President of the United States of America January 22, 1975;

Ratification of the United States of America deposited at Washington, London, and Moscow March 26, 1975;

Proclaimed by the President of the United States of America March 26, 1975;

Entered into force March 26, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The Convention on the Prohibition of the Development, Production and Stockpiling of Bacteriological (Biological) and Toxin Weapons and on their Destruction was signed at Washington, London and Moscow on April 10, 1972, in behalf of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics and was signed at one or more of the three capitals in behalf of a number of other States,

A certified copy of the text of the Convention, in the English, Russian, French, Spanish and Chinese languages, is hereto annexed,

The Senate of the United States of America by its resolution of December 16, 1974, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention,

The President of the United States of America on January 22, 1975, ratified the Convention, in pursuance of the advice and consent of the Senate,

Article XIV of the Convention designates the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics as the Depositary Governments and provides that the Convention shall enter into force after the deposit of instruments of ratification by twenty-two Governments, including the Governments designated as Depositary Governments;

Instruments of ratification having been deposited by the required number of Governments, including the three Depositary Governments, the Convention entered into force pursuant to the provisions of Article XIV thereof on March 26, 1975,

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after March 26, 1975, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twenty-sixth day of March
in the year of our Lord one thousand nine hundred seventy-
five and of the Independence of the United States of
America the one hundred ninety-ninth.

GERALD R. FORD

By the President

HENRY A. KISSINGER
Secretary of State

CONVENTION ON THE PROHIBITION OF THE DEVELOPMENT, PRODUCTION
AND STOCKPILING OF BACTERIOLOGICAL (BIOLOGICAL) AND TOXIN
WEAPONS AND ON THEIR DESTRUCTION

The States Parties to this Convention,

Determined to act with a view to achieving effective progress towards general and complete disarmament, including the prohibition and elimination of all types of weapons of mass destruction, and convinced that the prohibition of the development, production and stockpiling of chemical and bacteriological (biological) weapons and their elimination, through effective measures, will facilitate the achievement of general and complete disarmament under strict and effective international control,

Recognizing the important significance of the Protocol for the Prohibition of the Use in War of Asphyxiating, Poisonous or Other Gases, and of "Bacteriological Methods of Warfare, signed at Geneva on June 17, 1925, [1] and conscious also of the contribution which the said Protocol has already made, and continues to make, to mitigating the horrors of war,

Reaffirming their adherence to the principles and objectives of that Protocol and calling upon all States to comply strictly with them,

¹ TIAS 8061, *ante*, p. 571.

Recalling that the General Assembly of the United Nations has repeatedly condemned all actions contrary to the principles and objectives of the Geneva Protocol of June 17, 1925,

Desiring to contribute to the strengthening of confidence between peoples and the general improvement of the international atmosphere,

Desiring also to contribute to the realization of the purposes and principles of the Charter of the United Nations, [¹]

Convinced of the importance and urgency of eliminating from the arsenals of States, through effective measures, such dangerous weapons of mass destruction as those using chemical or bacteriological (biological) agents,

Recognizing that an agreement on the prohibition of bacteriological (biological) and toxin weapons represents a first possible step towards the achievement of agreement on effective measures also for the prohibition of the development, production and stockpiling of chemical weapons, and determined to continue negotiations to that end,

Determined, for the sake of all mankind, to exclude completely the possibility of bacteriological (biological) agents and toxins being used as weapons,

Convinced that such use would be repugnant to the conscience of mankind and that no effort should be spared to minimize this risk,

Have agreed as follows.

¹ TS 998, 59 Stat. 1031.

ARTICLE I

Each State Party to this Convention undertakes never in any circumstances to develop, produce, stockpile or otherwise acquire or retain:

(1) Microbial or other biological agents, or toxins whatever their origin or method of production, of types and in quantities that have no justification for prophylactic, protective or other peaceful purposes;

(2) Weapons, equipment or means of delivery designed to use such agents or toxins for hostile purposes or in armed conflict.

ARTICLE II

Each State Party to this Convention undertakes to destroy, or to divert to peaceful purposes, as soon as possible but not later than nine months after the entry into force of the Convention, all agents, toxins, weapons, equipment and means of delivery specified in article I of the Convention, which are in its possession or under its jurisdiction or control. In implementing the provisions of this article all necessary safety precautions shall be observed to protect populations and the environment.

ARTICLE III

Each State Party to this Convention undertakes not to transfer to any recipient whatsoever, directly or indirectly, and not in any way to assist, encourage, or induce any State, group of States or international organizations to manufacture or otherwise acquire any of the agents, toxins, weapons, equipment or means of delivery specified in article I of the Convention.

ARTICLE IV

Each State Party to this Convention shall, in accordance with its constitutional processes, take any necessary measures to prohibit and prevent the development, production, stockpiling, acquisition or retention of the agents, toxins, weapons, equipment and means of delivery specified in article I of the Convention, within the territory of such State, under its jurisdiction or under its control anywhere.

ARTICLE V

The States Parties to this Convention undertake to consult one another and to cooperate in solving any problems which may arise in relation to the objective of, or in the application of the provisions of, the Convention. Consultation and cooperation pursuant to this article may also be undertaken through appropriate international procedures within the framework of the United Nations and in accordance with its Charter

ARTICLE VI

(1) Any State Party to this Convention which finds that any other State Party is acting in breach of obligations deriving from the provisions of the Convention may lodge a complaint with the Security Council of the United Nations. Such a complaint should include all possible evidence confirming its validity, as well as a request for its consideration by the Security Council.

(2) Each State Party to this Convention undertakes to cooperate in carrying out any investigation which the Security Council may initiate, in accordance with the provisions of the

Charter of the United Nations, on the basis of the complaint received by the Council. The Security Council shall inform the States Parties to the Convention of the results of the investigation.

ARTICLE VII

Each State Party to this Convention undertakes to provide or support assistance, in accordance with the United Nations Charter, to any Party to the Convention which so requests, if the Security Council decides that such Party has been exposed to danger as a result of violation of the Convention.

ARTICLE VIII

Nothing in this Convention shall be interpreted as in any way limiting or detracting from the obligations assumed by any State under the Protocol for the Prohibition of the Use in War of Asphyxiating, Poisonous or Other Gases, and of Bacteriological Methods of Warfare, signed at Geneva on June 17, 1925.

ARTICLE IX

Each State Party to this Convention affirms the recognized objective of effective prohibition of chemical weapons and, to this end, undertakes to continue negotiations in good faith with a view to reaching early agreement on effective measures for the prohibition of their development, production and stockpiling and for their destruction, and on appropriate measures concerning equipment and means of delivery specifically designed for the production or use of chemical agents for weapons purposes.

ARTICLE X

(1) The States Parties to this Convention undertake to facilitate, and have the right to participate in, the fullest possible exchange of equipment, materials and scientific and technological information for the use of bacteriological (biological) agents and toxins for peaceful purposes. Parties to the Convention in a position to do so shall also cooperate in contributing individually or together with other States or international organizations to the further development and application of scientific discoveries in the field of bacteriology (biology) for prevention of disease, or for other peaceful purposes.

(2) This Convention shall be implemented in a manner designed to avoid hampering the economic or technological development of States Parties to the Convention or international cooperation in the field of peaceful bacteriological (biological) activities, including the international exchange of bacteriological (biological) agents and toxins and equipment for the processing, use or production of bacteriological (biological) agents and toxins for peaceful purposes in accordance with the provisions of the Convention.

ARTICLE XI

Any State Party may propose amendments to this Convention. Amendments shall enter into force for each State Party accepting the amendments upon their acceptance by a majority of the States Parties to the Convention and thereafter for each remaining State Party on the date of acceptance by it.

ARTICLE XII

Five years after the entry into force of this Convention, or earlier if it is requested by a majority of Parties to the Convention by submitting a proposal to this effect to the Depositary Governments, a conference of States Parties to the Convention shall be held at Geneva, Switzerland, to review the operation of the Convention, with a view to assuring that the purposes of the preamble and the provisions of the Convention, including the provisions concerning negotiations on chemical weapons, are being realized. Such review shall take into account any new scientific and technological developments relevant to the Convention.

ARTICLE XIII

- (1) This Convention shall be of unlimited duration.
- (2) Each State Party to this Convention shall in exercising its national sovereignty have the right to withdraw from the Convention if it decides that extraordinary events, related to the subject matter of the Convention, have jeopardized the supreme interests of its country. It shall give notice of such withdrawal to all other States Parties to the Convention and to the United Nations Security Council three months in advance. Such notice shall include a statement of the extraordinary events it regards as having jeopardized its supreme interests.

ARTICLE XIV

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

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

(3) This Convention shall enter into force after the deposit of instruments of ratification by twenty-two Governments, including the Governments designated as Depositaries of the Convention.

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

(5) The Depositary Governments shall promptly inform all signatory and acceding States of the date of each signature, the date of deposit of each instrument of ratification or of accession and the date of the entry into force of this Convention, and of the receipt of other notices.

(6) This Convention shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

ARTICLE XV

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

КОНВЕНЦИЯ О ЗАПРЕЩЕНИИ РАЗРАБОТКИ, ПРОИЗВОДСТВА И
НАКОПЛЕНИЯ ЗАПАСОВ БАКТЕРИОЛОГИЧЕСКОГО (БИОЛОГИЧЕСКОГО)
И ТОКСИННОГО ОРУЖИЯ И ОБ ИХ УНИЧТОЖЕНИИ

Государства-участники настоящей Конвенции,

Преисполненные решимости действовать в целях достижения эффективного прогресса на пути всеобщего и полного разоружения, включающего запрещение и ликвидацию всех видов оружия массового уничтожения, и уверенные в том, что запрещение разработки, производство и накопления запасов химического и бактериологического (биологического) оружия и их уничтожение путем эффективных мер будут способствовать достижению всеобщего и полного разоружения под строгим и эффективным международным контролем,

Признавая важное значение Протокола о запрещении применения на войне удушливых, ядовитых или других подобных газов и бактериологических средств, подписанного в Женеве 17 июня 1925 года, а также тот вклад, который указанный Протокол уже внес и продолжает вносить в дело уменьшения ужасов войны,

Подтверждая свою верность принципам и целям упомянутого Протокола и призываая все государства к их строгому соблюдению,

Напоминая о том, что Генеральная Ассамблея Организации Объединенных Наций неоднократно осуждала все действия, противоречащие принципам и целям Женевского протокола от 17 июня 1925 года,

Хелая способствовать углублению доверия между народами и общему оздоровлению международной атмосферы,

Стремясь также способствовать осуществлению целей и принципов Устава Организации Объединенных Наций,

Будучи убеждены в важности и неотложности исключения из арсеналов государств путем эффективных мер такого опасного оружия массового уничтожения, каким является оружие с использованием химических или бактериологических (биологических) агентов,

Признавая, что соглашение о запрещении бактериологического (биологического) и токсичного оружия является первым возможным шагом в направлении достижения соглашения об эффективных мерах также по запрещению разработки, производства и накопления химического оружия, и преисполненные решимости продолжать переговоры с этой целью,

Преисполненные решимости ради всего человечества полностью исключить возможность использования бактериологических (биологических) агентов или токсинов в качестве оружия,

Будучи убеждены, что такое использование противоречило бы совести человечества и что не следует халеть никаких усилий для уменьшения этой опасности,

Согласились о нижеследующем:

СТАТЬЯ I

Каждое государство-участник настоящей Конвенции обязуется никогда, ни при каких обстоятельствах не разрабатывать, не производить, не накапливать, не приобретать каким-либо иным образом и не сохранять.

(1) Микробиологические или другие биологические агенты или токсины, каково бы ни было их происхождение или метод производства, таких видов и в таких количествах, которые не имеют назначения для профилактических, защитных или других мирных целей;

(2) Оружие, оборудование или средства доставки, предназначенные для использования таких агентов или токсинов во враждебных целях или в вооруженных конфликтах.

СТАТЬЯ II

Каждое государство-участник настоящей Конвенции обязуется уничтожить или переключить на мирные цели как можно скорее, но не позднее девяти месяцев после вступления Конвенции в силу, все агенты, токсины, оружие, оборудование и средства доставки, указанные в статье I Конвенции, которыми оно обладает или которые находятся под его юрисдикцией или контролем. При выполнении положений настоящей статьи должны быть приняты все необходимые меры предосторожности с целью защиты населения и окружающей среды.

СТАТЬЯ III

Каждое государство-участник настоящей Конвенции обязуется не передавать кому бы то ни было ни прямо, ни косвенно, равно как и никоим образом не помогать, не поощрять и не побуждать какое-либо государство, группу государств или международные организации к производству или к приобретению каким-либо иным способом любых агентов, токсинов, оружия, оборудования или средств доставки, указанных в статье I Конвенции.

СТАТЬЯ IV

Каждое государство-участник настоящей Конвенции обязуется в соответствии со своими конституционными процедурами принять необходимые меры по запрещению и предотвращению разработки, производства, накопления, приобретения или сохранения агентов, токсинов, оружия, оборудования и средств доставки, указанных в статье I Конвенции; в пределах территории такого государства, под его юрисдикцией или под его контролем, где бы то ни было.

СТАТЬЯ V

Государства-участники настоящей Конвенции обязуются консультироваться и сотрудничать друг с другом в решении любых вопросов, которые могут возникнуть в отношении цели или в связи с выполнением положений Конвенции. Консультации и сотрудничество во исполнение этой статьи могут также предприниматься путем использования соответствующих международных процедур в рамках Организации Объединенных Наций и в соответствии с ее Уставом.

СТАТЬЯ VI

(1) Любое государство-участник настоящей Конвенции, которое констатирует, что какое-либо другое государство-участник действует в нарушение обязательств, вытекающих из положений Конвенции, может подать жалобу в Совет Безопасности Организации Объединенных Наций. Такая жалоба должна содержать все возможные доказательства, подтверждающие ее обоснованность, и просьбу о ее рассмотрении Советом Безопасности.

(2) Каждое государство-участник настоящей Конвенции обязуется сотрудничать в проведении любых расследований, которые могут быть предприняты Советом Безопасности в соответствии с положениями Устава Организации Объединенных Наций на основании жалобы, полученной

Советом. Совет Безопасности информирует о результатах расследования государства-участников Конвенции.

СТАТЬЯ VII

Каждое государство-участник настоящей Конвенции обязуется представлять или поддерживать помочь в соответствии с Уставом Организации Объединенных Наций любому участнику Конвенции, который обратится с такой просьбой, если Совет Безопасности примет решение о том, что такой участник подвергся опасности в результате нарушения Конвенции.

СТАТЬЯ VIII

Никакое положение, содержащееся в настоящей Конвенции, не должно толковаться как каким-либо образом ограничивающее или умаляющее обязательства, принятые любым государством в соответствии с Протоколом о запрещении применения на войне удущивых, ядовитых или других подобных газов и бактериологических средств, подписанным в Женеве 17 июня 1925 года.

СТАТЬЯ IX

Каждое государство-участник настоящей Конвенции подтверждает признанную цель эффективного запрещения химического оружия и с этой целью обязуется в духе доброй воли продолжать переговоры для достижения в ближайшем будущем соглашения об эффективных мерах по запрещению его разработки, производства и накопления запасов и его уничтожению и о соответствующих мерах в отношении оборудования и средств доставки, специально предназначенных для производства либо использования химических агентов в качестве оружия.

СТАТЬЯ X

(1) Государства-участники настоящей Конвенции обязуются способствовать возможно самому полному обмену оборудованием, материалами, научной и технической информацией об использовании бактериологических (биологических) средств и токсинов в мирных целях и имеют право участвовать в таком обмене. Государства-участники Конвенции, которые в состоянии делать это, будут также сотрудничать в оказании содействия, в индивидуальном порядке или совместно с другими государствами или международными организациями, дальнейшей разработке и применению научных открытий в области бактериологии (биологии) для предотвращения болезней или для других мирных целей.

(2) Настоящая Конвенция осуществляется таким образом, чтобы избегать создания препятствий для экономического или технического развития государств-участников Конвенции или международного сотрудничества в области мирной бактериологической (биологической) деятельности, включая международный обмен бактериологическими (биологическими) агентами и токсинами и оборудованием для обработки, использования или производства бактериологических (биологических) агентов и токсинов в мирных целях в соответствии с положениями Конвенции.

СТАТЬЯ XI

Любое государство-участник может предлагать поправки к настоящей Конвенции. Поправки вступают в силу для каждого государства-участника, принимающего эти поправки, после принятия их большинством государств-участников Конвенции, а впоследствии для каждого оставшегося государства-участника в день принятия им этих поправок.

СТАТЬЯ XII ..

Через 5 лет после вступления в силу настоящей Конвенции или ранее этого срока, если этого потребует большинство участников Конвенции путем представления предложения с этой целью правительствам-депозитариям, в Женеве (Швейцария) созывается конференция государств-участников Конвенции для рассмотрения того, как действует Конвенция, чтобы иметь уверенность в том, что цели, изложенные в преамбуле, и положения Конвенции, включая положения, касающиеся переговоров о химическом оружии, осуществляются. При таком рассмотрении должны быть приняты во внимание все новые научно-технические достижения, имеющие отношение к Конвенции.

СТАТЬЯ XIII

(1) Настоящая Конвенция является бессрочной.

(2) Каждое государство-участник настоящей Конвенции в порядке осуществления своего государственного суверенитета имеет право выйти из Конвенции, если оно решит, что связанные с содержанием Конвенции исключительные обстоятельства поставили под угрозу высшие интересы его страны. О таком выходе оно уведомляет за три месяца все другие государства-участников Конвенции и Совет Безопасности Организации Объединенных Наций. В таком уведомлении должно содержаться заявление об исключительных обстоятельствах, которые оно рассматривает как поставившие под угрозу его высшие интересы.

СТАТЬЯ XIV

(1) Настоящая Конвенция открыта для подписания всеми государствами. Любое государство, которое не подпишет Конвенцию до вступления ее в силу в соответствии с пунктом 3 данной статьи, может присоединиться к ней в любое время.

(2) Настоящая Конвенция подлежит ратификации государствами, подписавшими ее. Ратификационные грамоты и документы о присоединении сдаются на хранение правительствам Соединенных Штатов Америки, Соединенного Королевства Великобритании и Северной Ирландии и Союза Советских Социалистических Республик, которые настоящим назначаются в качестве правительств-депозитариев.

(3) Настоящая Конвенция вступает в силу после сдачи на хранение ратификационных грамот двадцатью двумя правительствами, включая правительства, назначенные в качестве депозитариев Конвенции.

(4) Для государств, ратификационные грамоты или документы о присоединении которых будут сданы на хранение после вступления в силу настоящей Конвенции, она вступит в силу в день сдачи на хранение их ратификационных грамот или документов о присоединении.

(5) Правительства-депозитарии незамедлительно уведомляют все подписавшие и присоединившиеся к настоящей Конвенции государства о дате каждого подписания, дате сдачи на хранение каждой ратификационной грамоты или документа о присоединении, дате вступления в силу Конвенции, а также о получении ими других уведомлений.

(6) Настоящая Конвенция будет зарегистрирована правительствами-депозитариями в соответствии со статьей 102 Устава Организации Объединенных Наций.

СТАТЬЯ XV

Настоящая Конвенция, английский, русский, французский, испанский и китайский тексты которой являются равно аутентичными, сдается на хранение в архивы правительств-депозитариев. Должным образом заверенные копии Конвенции препровождаются правительствами-депозитариями правительствам государств, подписавших Конвенцию и присоединившимся к ней.

CONVENTION SUR L'INTERDICTION DE LA MISE AU POINT, DE LA
FABRICATION ET DU STOCKAGE DES ARMES BACTERIOLOGIQUES
(BIOLOGIQUES) OU A TOXINES ET SUR LEUR DESTRUCTION

Les Etats parties à la présente Convention,
résolus à travailler en vue de la réalisation de
progrès effectifs sur la voie du désarmement général et complet,
y compris l'interdiction et la suppression de tous les types
d'armes de destruction massive, et étant convaincus que
l'interdiction de la mise au point, de la fabrication et du
stockage d'armes chimiques et bactériologiques (biologiques), ainsi
que leur destruction, par des mesures efficaces, contribueront
à la réalisation du désarmement général et complet sous un
contrôle international strict et efficace,

Reconnaissant la grande importance du Protocole concernant la
prohibition d'emploi à la guerre de gaz asphyxiants, toxiques ou
similaires et de moyens bactériologiques signé à Genève le 17 juin
1925, ainsi que le rôle que ledit Protocole a joué et continue de
jouer en atténuant les horreurs de la guerre,

Réaffirmant leur fidélité aux principes et aux objectifs
de ce Protocole et invitant tous les Etats à s'y conformer
strictement,

TIAS 8062

Rappelant que l'Assemblée générale de l'Organisation des Nations Unies a condamné à plusieurs reprises tous les actes contraires aux principes et aux objectifs du Protocole de Genève du 17 juin 1925,

Désireux de contribuer à accroître la confiance entre les peuples et à assainir en général l'atmosphère internationale,

Désireux de contribuer à la réalisation des buts et des principes de la Charte des Nations Unies,

Convaincus de l'importance et de l'urgence d'exclure des arsenaux des Etats, par des mesures efficaces, des armes de destruction massive aussi dangereuses que celles comportant l'utilisation d'agents chimiques ou bactériologiques (biologiques),

Reconnaissant qu'une entente sur l'interdiction des armes bactériologiques (biologiques) ou à toxines représente une première étape possible vers la réalisation d'un accord sur des mesures efficaces tendant à interdire également la mise au point, la fabrication et le stockage d'armes chimiques, et étant résolus à poursuivre des négociations à cet effet,

Résolus, dans l'intérêt de l'humanité tout entière, à exclure totalement la possibilité de voir des agents bactériologiques (biologiques) ou des toxines être utilisés en tant qu'armes,

Convaincus que la conscience de l'humanité réprouverait l'emploi de telles méthodes et qu'aucun effort ne doit être épargné pour amoindrir ce risque,

Sont convenus de ce qui suit.

ARTICLE PREMIER

Chaque Etat partie à la présente Convention s'engage à ne jamais, et en aucune circonstance, mettre au point, fabriquer, stocker, ni acquérir d'une manière ou d'une autre ni conserver:

- 1) des agents microbiologiques ou autres agents biologiques ainsi que des toxines, quels qu'en soient l'origine ou le mode de production, de types et en quantités qui ne sont pas destinés à des fins prophylactiques, de protection ou à d'autres fins pacifiques;
- 2) des armes, de l'équipement ou des vecteurs destinés à l'emploi de tels agents ou toxines à des fins hostiles ou dans des conflits armés.

ARTICLE II

Chaque Etat partie à la présente Convention s'engage à détruire ou à convertir à des fins pacifiques, aussi rapidement que possible et en tout cas pas plus tard que neuf mois après l'entrée en vigueur de la Convention, tous les agents, toxines, armes, équipements et vecteurs dont il est question dans l'article premier de la Convention qui se trouvent en sa possession ou sous sa juridiction ou son contrôle. Lors de l'exécution des dispositions du présent article, il y aura lieu de prendre toutes les mesures de précaution nécessaires pour protéger les populations et l'environnement.

ARTICLE III

Chaque Etat partie à la présente Convention s'engage à ne transférer à qui que ce soit, ni directement ni indirectement, l'un quelconque des agents, toxines, armes, équipements ou vecteurs

dont il est question dans l'article premier de la Convention et à ne pas aider, encourager ou inciter de quelque manière que ce soit un Etat, un groupe d'Etats ou une organisation internationale à fabriquer ou à acquérir de toute autre façon l'un quelconque desdits agents, toxines, armes, équipements ou vecteurs.

ARTICLE IV

Chaque Etat partie à la présente Convention s'engage à prendre, selon les procédures prévues par sa constitution, les mesures nécessaires pour interdire et empêcher la mise au point, la fabrication, le stockage, l'acquisition ou la conservation des agents, des toxines, des armes, de l'équipement et des vecteurs dont il est question dans l'article premier de la Convention, sur le territoire d'un tel Etat ou sous sa juridiction ou sous son contrôle en quelque lieu que ce soit.

ARTICLE V

Les Etats parties à la présente Convention s'engagent à se consulter et à coopérer entre eux pour résoudre tous problèmes qui pourraient éventuellement surgir quant à l'objectif de la Convention, ou quant à l'application de ses dispositions. Les consultations et la coopération prévues dans le présent article pourront également être entreprises au moyen de procédures internationales appropriées dans le cadre de l'Organisation des Nations Unies et conformément à sa Charte.

ARTICLE VI

1. Chaque Etat partie à la Convention qui constate qu'une autre partie agit en violation des obligations découlant des dispositions de la Convention peut déposer une plainte auprès du Conseil de sécurité de l'Organisation des Nations Unies. Cette plainte doit fournir toutes les preuves possibles de son bien-fondé et comporter la demande de son examen par le Conseil de sécurité.

2. Chaque Etat partie à la présente Convention s'engage à coopérer à toute enquête que peut entreprendre le Conseil de sécurité conformément aux dispositions de la Charte des Nations Unies à la suite d'une plainte par lui reçue. Le Conseil de sécurité fait connaître aux Etats parties à la Convention les résultats de l'enquête.

ARTICLE VII

Chaque Etat partie à la Convention s'engage à fournir une assistance, conformément à la Charte des Nations Unies, à toute Partie à la Convention qui en fait la demande, si le Conseil de sécurité décide que cette Partie a été exposée à un danger par suite d'une violation de la Convention, ou à faciliter l'assistance fournie à ladite Partie.

ARTICLE VIII

Aucune disposition de la présente Convention ne sera interprétée comme restreignant ou amenuisant de quelque façon que ce soit les engagements assumés par n'importe quel Etat en vertu du Protocole concernant la prohibition d'emploi à la guerre de gaz asphyxiants, toxiques ou similaires et de moyens bactériologiques, signé à Genève le 17 juin 1925.

ARTICLE IX

Chaque Etat partie à la présente Convention affirme l'objectif reconnu d'une interdiction efficace des armes chimiques et, à cet effet, s'engage à poursuivre, dans un esprit de bonne volonté, des négociations afin de parvenir, à une date rapprochée, à un accord sur des mesures efficaces en vue d'une interdiction de leur mise au point, de leur fabrication et de leur stockage et en vue de leur destruction, et sur des mesures appropriées concernant l'équipement et les vecteurs spécialement destinés à la fabrication ou à l'emploi d'agents chimiques à des fins d'armement.

ARTICLE X

1. Les Etats parties à la présente Convention s'engagent à faciliter un échange aussi large que possible d'équipement, de matières et de renseignements scientifiques et techniques ayant un rapport avec l'emploi d'agents bactériologiques (biologiques) et de toxines à des fins pacifiques et ont le droit de participer à cet échange. Les parties à la Convention qui sont en mesure de le faire coopéreront également en apportant, individuellement ou en commun, avec d'autres Etats ou des organisations internationales, leur concours à l'extension future et à l'application des découvertes scientifiques dans le domaine de la bactériologie (biologie) en vue de la prévention des maladies ou à d'autres fins pacifiques.

2. La présente Convention sera appliquée de façon à éviter toute entrave au développement économique ou technique des Etats parties à la Convention ou à la coopération internationale dans le domaine des activités bactériologiques (biologiques) pacifiques, y compris l'échange international d'agents bactériologiques (biologiques) et de toxines, ainsi que de matériel servant à la

mise au point, à l'emploi ou à la production d'agents bactériologiques (biologiques) et de toxines à des fins pacifiques conformément aux dispositions de la Convention.

ARTICLE XI

Tout Etat partie peut proposer des amendements à la présente Convention. Ces amendements entreront en vigueur, à l'égard de tout Etat partie qui les aura acceptés, dès leur acceptation par la majorité des Etats parties à la Convention et, par la suite, à l'égard de chacun des autres Etats parties, à la date à laquelle cet Etat les aura acceptés.

ARTICLE XII

Cinq ans après l'entrée en vigueur de la présente Convention, ou avant cette date si une majorité des parties à la Convention le demande en soumettant une proposition à cet effet aux gouvernements dépositaires, une conférence des Etats parties à la Convention aura lieu à Genève (Suisse), afin d'examiner le fonctionnement de la Convention, en vue de s'assurer que les objectifs énoncés dans le préambule et les dispositions de la Convention, y compris celles relatives aux négociations sur les armes chimiques, sont en voie de réalisation. A l'occasion de cet examen, il sera tenu compte de toutes les nouvelles réalisations scientifiques et techniques qui ont un rapport avec la Convention.

ARTICLE XIII

1. La présente Convention est conclue pour une durée illimitée.

2. Chaque Etat partie à la présente Convention a, dans l'exercice de sa souveraineté nationale, le droit de se retirer de la Convention s'il estime que des événements extraordinaires, touchant l'objet de la présente Convention, ont mis en péril les intérêts supérieurs du pays. Il notifiera ce retrait à tous les autres Etats parties à la présente Convention et au Conseil de sécurité de l'Organisation des Nations Unies avec un préavis de trois mois. Il indiquera dans cette notification les événements extraordinaires qu'il considère comme ayant mis en péril ses intérêts supérieurs.

ARTICLE XIV

1. La présente Convention est ouverte à la signature de tous les Etats. Tout Etat qui n'aura pas signé la Convention avant son entrée en vigueur conformément au paragraphe 3 du présent article pourra y adhérer à tout moment.

2. La présente Convention sera soumise à la ratification des Etats signataires. Les instruments de ratification et les instruments d'adhésion seront déposés auprès des Gouvernements des Etats-Unis d'Amérique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et de l'Union des Républiques socialistes soviétiques qui sont par les présentes désignés comme étant les gouvernements dépositaires.

3. La présente Convention entrera en vigueur lorsque vingt-deux gouvernements, y compris les gouvernements qui sont désignés comme étant les gouvernements dépositaires de la Convention, auront déposé leurs instruments de ratification.

4. Pour les Etats dont les instruments de ratification ou d'adhésion seront déposés après l'entrée en vigueur de la présente Convention, celle-ci entrera en vigueur à la date du dépôt de leurs instruments de ratification ou d'adhésion.

5. Les gouvernements dépositaires informeront sans délai tous les Etats qui auront signé la présente Convention ou y auront adhéré de la date de chaque signature, de la date du dépôt de chaque instrument de ratification ou d'adhésion, de la date d'entrée en vigueur de la présente Convention, ainsi que de la réception de toute autre communication.

6. La présente Convention sera enregistrée par les gouvernements dépositaires conformément à l'Article 102 de la Charte des Nations Unies.

ARTICLE XV

La présente Convention, dont les textes anglais, russe, français, espagnol et chinois font également foi, sera déposée dans les archives des gouvernements dépositaires. Des copies dûment certifiées de la Convention seront adressées par les gouvernements dépositaires aux gouvernements des Etats qui auront signé la Convention ou qui y auront adhéré.

CONVENTION SOBRE LA PROHIBICION DEL DESARROLLO,
LA PRODUCCION Y EL ALMACENAMIENTO DE ARMAS BACTERIOLOGICAS
(BIOLOGICAS) Y TOXINICAS Y SOBRE SU DESTRUCCION

Los Estados Partes en la presente Convención,
Resueltos a actuar con miras a lograr progresos efectivos hacia
un desarme general y completo que incluya la prohibición y la
eliminación de todos los tipos de armas de destrucción en masa, y
convencidos de que la prohibición del desarrollo, la producción y el
almacenamiento de armas químicas y bacteriológicas (biológicas) y su
eliminación, con medidas eficaces, han de facilitar el logro de un
desarme general y completo bajo estricto e eficaz control inter-
nacional,

Reconociendo la gran importancia del Protocolo relativo a la
prohibición del empleo en la guerra de gases asfixiantes, tóxicos o
similares y de medios bacteriológicos, firmado en Ginebra el 17 de
junio de 1925, así como el papel que ese Protocolo ha desempeñado
y sigue desempeñando para mitigar los horrores de la guerra,

Reafirmando su adhesión a los principios y objetivos de ese
Protocolo e instando a todos los Estados a observarlos estrictamente,

Recordando que la Asamblea General de las Naciones Unidas ha condenado, en varias ocasiones, todos los actos contrarios a los principios y objetivos del Protocolo de Ginebra del 17 de junio de 1925,

Deseando contribuir a reforzar la confianza entre las naciones y a mejorar en general la atmósfera internacional,

Deseando asimismo contribuir a la realización de los propósitos y principios de la Carta de las Naciones Unidas

Convencidos de la importancia y urgencia de eliminar de los arsenales de los Estados, con medidas eficaces, armas de destrucción en masa tan peligrosas como las que emplean agentes químicos o bacteriológicos (biológicos),

Reconociendo que un acuerdo sobre la prohibición de las armas bacteriológicas (biológicas) y toxínicas representa un primer paso posible hacia el logro de un acuerdo sobre medidas eficaces para prohibir asimismo el desarrollo, la producción y el almacenamiento de armas químicas, y decididos a continuar las negociaciones con ese fin,

Resueltos, en bien de toda la humanidad, a excluir completamente la posibilidad de que los agentes bacteriológicos (biológicos) y las toxinas se utilicen como armas,

Convencidos de que el empleo de esos métodos repugnaría a la conciencia de la humanidad y de que no ha de escatimarse ningún esfuerzo para conjurar ese peligro,

Han convenido en lo siguiente:

ARTICULO I

Cada Estado Parte en la presente Convención se compromete a no desarrollar, producir, almacenar o de otra forma adquirir o retener, nunca ni en ninguna circunstancia:

- 1) Agentes microbianos u otros agentes biológicos o toxinas, sea cual fuere su origen o modo de producción, de tipos y en cantidades que no estén justificados para fines profilácticos, de protección u otros fines pacíficos;
- 2) Armas, equipos o vectores destinados a utilizar esos agentes o toxinas con fines hostiles o en conflictos armados.

ARTICULO II

Cada Estado Parte en la presente Convención se compromete a destruir o a desviar hacia fines pacíficos lo antes posible, y, en todo caso, dentro de un plazo de nueve meses contado a partir de la entrada en vigor de la Convención, todos los agentes, toxinas, armas, equipos y vectores especificados en el artículo I de la Convención que estén en su poder o bajo su jurisdicción o control. Al aplicar lo dispuesto en el presente artículo deberán adoptarse todas las medidas de precaución necesarias para proteger a las poblaciones y el medio.

ARTICULO III

Cada Estado Parte en la presente Convención se compromete a no traspasar a nadie, sea directa o indirectamente, ninguno de los agentes, toxinas, armas, equipos o vectores especificados en el artículo I de la Convención, y a no ayudar, alentar o inducir en forma alguna a ningún Estado, grupo de Estados u organizaciones internacionales a fabricarlos o adquirirlos de otra manera.

ARTICULO IV

Cada Estado Parte en la presente Convención adoptará, en conformidad con sus procedimientos constitucionales, las medidas necesarias para prohibir y prevenir el desarrollo, la producción, el almacenamiento, la adquisición o la retención de los agentes, toxinas, armas, equipos y vectores especificados en el artículo I de la Convención en el territorio de dicho Estado, bajo su jurisdicción o bajo su control en cualquier lugar

ARTICULO V

Los Estados Partes en la presente Convención se comprometen a consultarse y a cooperar entre sí en la solución de los problemas que surjan en relación con el objetivo de la Convención o en la aplicación de sus disposiciones. Las consultas y la cooperación previstas en este artículo también podrán realizarse mediante procedimientos internacionales pertinentes en el ámbito de las Naciones Unidas y de conformidad con su Carta.

ARTICULO VI

1) Todo Estado Parte en la presente Convención que advierta que cualquier otro Estado Parte obra en violación de las obligaciones dímanantes de lo dispuesto en la Convención podrá presentar una denuncia al Consejo de Seguridad de las Naciones Unidas. La denuncia deberá ir acompañada de todas las pruebas posibles que la sustancien, así como de una solicitud para que la examine el Consejo de Seguridad.

2) Cada Estado Parte en la presente Convención se compromete a cooperar en toda investigación que emprenda el Consejo de Seguridad, de conformidad con las disposiciones de la Carta de las Naciones Unidas, como consecuencia de la denuncia recibida por éste. El Consejo de Seguridad informará a los Estados Partes en la Convención acerca de los resultados de la investigación.

ARTICULO VII

Cada Estado Parte en la presente Convención se compromete a prestar asistencia o a secundarla, de conformidad con la Carta de las Naciones Unidas, a cualquier Parte en la Convención que la solicite, si el Consejo de Seguridad decide que esa Parte ha quedado expuesta a un peligro de resultas de la violación de la Convención.

ARTICULO VIII

Ninguna disposición de la presente Convención podrá interpretarse de forma que en modo alguno limite las obligaciones contraídas por cualquier Estado en virtud del Protocolo relativo a la prohibición del empleo en la guerra de gases asfixiantes, tóxicos o similares y de medios bacteriológicos, firmado en Ginebra el 17 de junio de 1925, o les reste fuerza.

ARTICULO IX

Cada Estado Parte en la presente Convención afirma el objetivo reconocido de una prohibición efectiva de las armas químicas y, a tal fin, se compromete a proseguir negociaciones de buena fe con miras a llegar a un pronto acuerdo sobre medidas eficaces encaminadas a la prohibición de su desarrollo, producción y almacenamiento y

a su destrucción, así como sobre las medidas oportunas en lo que respecta a los equipos y vectores destinados especialmente a la producción o al empleo de agentes químicos a fines de armamento.

ARTICULO X

1) Los Estados Partes en la presente Convención se comprometen a facilitar el más amplio intercambio posible de equipo, materiales e información científica y tecnológica para la utilización con fines pacíficos de los agentes bacteriológicos (biológicos) y toxinas, y tienen el derecho de participar en ese intercambio. Las Partes en la Convención que estén en condiciones de hacerlo deberán asimismo cooperar para contribuir, por sí solas o junto con otros Estados u organizaciones internacionales, al mayor desarrollo y aplicación de los descubrimientos científicos en la esfera de la bacteriología (biología) para la prevención de las enfermedades u otros fines pacíficos.

2) La presente Convención se aplicará de manera que no ponga obstáculos al desarrollo económico o tecnológico de los Estados Partes en la Convención o a la cooperación internacional en la esfera de las actividades bacteriológicas (biológicas) pacíficas, incluido el intercambio internacional de agentes bacteriológicos (biológicos) y toxinas y de equipo de elaboración, empleo o producción de agentes bacteriológicos (biológicos) y toxinas con fines pacíficos de conformidad con las disposiciones de la Convención.

ARTICULO XI

Cualquier Estado Parte en la presente Convención podrá proponer enmiendas a la misma. Esas enmiendas entrarán en vigor para

cada Estado Parte que las acepte al ser aceptadas por una mayoría de los Estados Partes en la Convención y ulteriormente, para cualquier otro Estado Parte, en la fecha en que acepte esas enmiendas.

ARTICULO XII

Al cabo de cinco años de la entrada en vigor de la presente Convención, o antes de que transcurra ese plazo si así lo solicitan la mayoría de las Partes en la Convención y presentan a tal efecto una propuesta a los Gobiernos depositarios, se celebrará en Ginebra (Suiza) una conferencia de los Estados Partes en la Convención a fin de examinar la aplicación de la Convención para asegurarse de que se están cumpliendo los fines del preámbulo y las disposiciones de la Convención, incluidas las relativas a las negociaciones sobre las armas químicas. En ese examen se tendrán en cuenta todas las nuevas realizaciones científicas y tecnológicas que tengan relación con la Convención.

ARTICULO XIII

- 1) La presente Convención tendrá una duración indefinida.
- 2) Cada Estado Parte en la presente Convención tendrá derecho, en ejercicio de su soberanía nacional, a retirarse de la Convención si decide que acontecimientos extraordinarios, relacionados con la materia que es objeto de la Convención, han comprometido los intereses supremos de su país. De ese retiro deberá notificar a todos los demás Estados Partes en la Convención y al Consejo de Seguridad de las Naciones Unidas con una antelación de tres meses. Tal notificación deberá incluir una exposición de los acontecimientos extraordinarios que esa Parte considere que han comprometido sus intereses supremos.

ARTICULO XIV

1) La presente Convención estará abierta a la firma de todos los Estados. El Estado que no firmare la Convención antes de su entrada en vigor, de conformidad con el párrafo 3 de este artículo, podrá adherirse a ella en cualquier momento.

2) La presente Convención estará sujeta a ratificación por los Estados signatarios. Los instrumentos de ratificación y los instrumentos de adhesión se depositarán en poder de los Gobiernos de los Estados Unidos de América, el Reino Unido de Gran Bretaña e Irlanda del Norte y la Unión de Repúblicas Socialistas Soviéticas, que por la presente se designan como Gobiernos depositarios.

3) La presente Convención entrará en vigor una vez que hayan depositado sus instrumentos de ratificación veintidós gobiernos, incluidos los gobiernos que por la Convención quedan designados Gobiernos depositarios.

4) Para los Estados cuyos instrumentos de ratificación o de adhesión se depositaren después de la entrada en vigor de la presente Convención, la Convención entrará en vigor en la fecha del depósito de sus instrumentos de ratificación o de adhesión.

5) Los Gobiernos depositarios informarán sin tardanza a todos los Estados signatarios y a todos los Estados que se hayan adherido a la presente Convención de la fecha de cada firma, de la fecha de depósito de cada instrumento de ratificación o de adhesión a la Convención y de la fecha de su entrada en vigor, así como de cualquier otra notificación.

6) La presente Convención será registrada por los Gobiernos depositarios de conformidad con el Artículo 102 de la Carta de las Naciones Unidas.

ARTICULO XV

La presente Convención, cuyos textos en inglés, ruso, francés, español y chino son igualmente auténticos, se depositará en los archivos de los Gobiernos depositarios. Los Gobiernos depositarios remitirán copias debidamente certificadas de la Convención a los gobiernos de los Estados signatarios y de los Estados que se adhieran a la Convención.

禁止细菌（生物）和毒素武器的发展、生产及
储积以及销毁这类武器的公约

本公约缔约国

决心采取行动，切实推进普遍而且彻底的裁军包括禁止并且消除一切种类的大规模毁灭武器在内，确信用有效的措施来禁止化学和细菌（生物）武器的发展、生产及储积以及消除这类武器，可以使便利在严格及有效国际管制下普遍彻底裁军的达成。

确认一九二五年六月十七日在日内瓦签订的关于战争中禁用窒息性气体毒气体或其他气体及细菌作战方法的议定书的重要意义，并且深切知道这件议定书对于减少战争恐怖，已经作出贡献而且将来仍有贡献。

重申各缔约国都遵守这件议定书的原则和目标并且促请所有国家也严格遵守。

复按联合国大会曾经一再谴责违反一九二五年六月十七日日内瓦议定书原则和目标的一切行动，

愿望对各国人民间互相信任的巩固加强，国际气氛的普遍改善作出贡献，

并愿对联合国宪章宗旨和原则的实现作出贡献，

确信用有效措施，将使用化学或细菌（生物）刑之类危险性大规模毁灭武器从各国军备中消除，是十分重要紧急的事，

确认对禁止细菌（生物）及毒素武器达成协议，是也对禁止发展、生产及储积化学武器的有效措施达成协议的可行第一步骤，决心继续谈判，以达到这个目的，

决心为全体人类完全排除使用细菌(生物)剂和毒素作为武器的可能,

确信这样使用是人类良心深恶痛绝的,应该竭尽全力,使这种危险减到最低限度,

议定条款如下

第一条

本公约各缔约国担负在任何情况之下,决不发展、生产、储积或用其他方法取得或保留

(一) 微生物或其他生物剂,或任何来源或任何方法生产的毒素,只要种类或数量不是预防、保护或其他和平用途所应当有的,

(二) 为敌对目的或在武装冲突中使用这类用剂或毒素而设计的武器、设备或投送工具

第二条

本公约各缔约国担负尽速但最迟也应在本公约发生效力后九个月内,将本国所持有或在本国管辖或控制下的本公约第一条所称一切用剂、毒素、武器设备或投送工具销毁或改供和平用途实施本条规定的时候应遵守一切必要的安全预防办法以保护人民和环境。

第三条

本公约各缔约国担负决不将本公约第一条所称任何用剂、毒素、武器、设备和投送工具,直接或间接让与任何接受者也决不用任

何方法,协助、鼓励或劝诱任何国家、国家集团或国际组织制造或用其他方法取得上称用刑、毒素、武器、设备或投送工具。

第四条

本公约各缔约国应依照本国宪法程序,采取必要措施,来禁止及预防在它领域内,在它管辖或控制下的任何地方,发展、生产、储积取得或保留本公约第一条所称的用刑、毒素、武器、设备和投送工具。

第五条

本公约各缔约国担任互相谘商合作,来解决对本公约的目标或本公约条款的适用可能引起的任何问题。依本条进行的谘商合作也可以在联合国体制内,依照符合联合国宪章的适当国际程序来进行。

第六条

(一) 本公约任何一个缔约国发现另一缔约国的行为违反因本公约规定而起的义务时候,可以向联合国安全理事会提出控诉。这种控诉应附有证明控诉成立的一切证据,并且提出请安全理事会审议的要求。

(二) 本公约各缔约国对于安全理事会依照联合国宪章规定,根据所接控诉可能发动的调查,担任协力进行。安全理事会应将调查结果通知本公约各缔约国。

第七条

本公约各缔约国担负在安全理事会决定因有违反本公约情事而对本公约任何缔约国发生危险的时候,经这个缔约国的请求,依照联合国宪章,给予协助或支援。

第八条

本公约的所有规定,不得解释为对于任何国家依一九二五年六月十七日在日内瓦签订的关于禁用窒息性气体毒气体或其他气体和细菌作战方法的议定书所担负的义务,有任何限制或减损的意思。

第九条

本公约各缔约国确申有效禁止化学武器的公认目标,为了达到这个目标,担负继续诚意谈判,就禁止此种武器的发展、生产及储积以及销毁此种武器的有效措施,和关于特为生产或使用武器用途的化学剂而设计的设备和投送工具的适当措施,早日达成协议。

第十条

(一) 本公约各缔约国关于使用细菌(生物)剂及毒素于和平用途,担负便利并且有权参加设备材料及科学和技术资料的尽量充分交换。本公约缔约国中能力者,并应合作单独或会同其他国家或国际组织,协助促进与应用细菌学(生物学)方面的科学发现,以预防疾病或供其他和平用途。

(二) 本公约的实施,应该设法避免妨害本公约缔约国的经济或技术发展,或和平细菌(生物)工作的国际合作,包括依照本公约规定,为和平用途而在国际上交换细菌(生物)剂及毒素以及加制使用或生产细菌(生物)剂和毒素的设备在内。

第十一 条

任何缔约国可以对本公约提出修正。修正对于接受修正的每一缔约国应该在本公约多数缔约国接受时发生效力;以后对于其余每一缔约国应该在其接受的日期起发生效力。

第十二 条

本公约发生效力满五年时,应在瑞士日内瓦举行本公约缔约国会议,检讨公约的施行情况,以确保前文的宗旨和公约的规定,包括关于化学武器的谈判在内,都在实施中;如果本公约多数缔约国向保管国政府提出提议,请求提前举行这个会议,就应该照办。这项检讨应该顾到与本公约有关的任何新的科学和技术发展。

第十三 条

(一) 本公约无限期施行。

(二) 本公约每一缔约国在行使国家主权的时候,如果断定和本公约主题有关的非常事件已经危及本国的最高利益,有权退出本公约。这个国家应将这种退出在三个月前通知本公约所有其他缔约国和联合国安全理事会。通知内应说明这个国家认为已经危及其最高利益的非常事件。

第十四条

(一) 本公约由所有国家签署。凡未在本公约依本条第三项发生效力前签署本公约的国家,可以随时加入本公约。

(二) 本公约需要经过签署国批准。批准书和加入书应该送交经本公约指定为保管国政府的美利坚合众国、大不列颠及北爱尔兰联合王国及苏维埃社会主义共和国联盟三国政府存放。

(三) 本公约应该在二十二国政府包括指定为本公约保管国的政府,交存批准书后发生效力。

(四) 对于本公约发生效力后交存批准书或加入书的国家,本公约应该在其交存批准书或加入书的日期起发生效力。

(五) 保管国政府应将每一国签署的日期,每一国批准书或加入书交存的日期及本公约发生效力的日期,以及收到的其他通知立即通知所有签署国和加入国。

(六) 本公约应由保管国政府依联合国宪章第一百零二条办理登记。

第十五条

本公约应存放保管国政府档案库,其英文、俄文、法文、西班牙文及中文各本同样作准。保管国政府应将本公约正式副本分送各签署国及加入国政府。

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

DONE in triplicate, at the cities of Washington, London and Moscow, this tenth day of April, one thousand nine hundred and seventy-two.

В УДОСТОВЕРЕНИЕ ЧЕГО ниже подпишавшиеся, должностным образом на то уполномоченные, подписали настоящую Конвенцию.

СОВЕРШЕНО в трех экземплярах в городах Вашингтоне, Лондоне и Москве десятого дня апреля тысяча девятьсот семьдесят второго года.

EN FOI DE QUOI les soussignés, dûment habilités à cet effet, ont signé la présente Convention.

FAIT en trois exemplaires, à Washington, Londres et Moscou, le dixième jour d'avril mil neuf cent soixante-douze.

EN TESTIMONIO DE LO CUAL, los infrascritos, debidamente autorizados, firman la presente Convención.

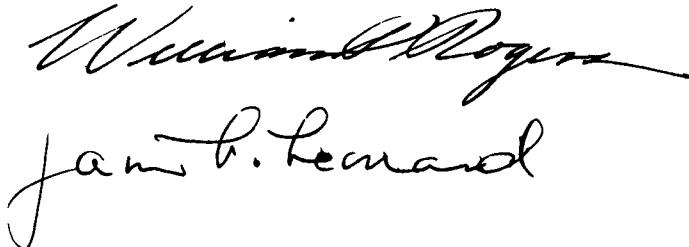
HECHO en tres ejemplares en las ciudades de Washington, Londres y Moscú, este décimo día de abril de mil novecientos setenta y dos.

為此，下列代表，各秉正式授予之權，
謹簽字於本公約，以昭信守。

本公約共繕三份，於公曆一千九百七十二年
四月十日訂於華盛頓，倫敦及莫斯科。

FOR THE UNITED STATES OF AMERICA.
ЗА СОЕДИНЕННЫЕ ШТАТЫ АМЕРИКИ:
POUR LES ETATS-UNIS D'AMERIQUE.
POR LOS ESTADOS UNIDOS DE AMERICA.

美利堅合眾国：



William Rogers
James B. Leonard

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
ЗА СОЕДИНЕННОЕ КОРОЛЕВСТВО ВЕЛИКОБРИТАНИИ И СЕВЕРНОЙ ИРЛАНДИИ:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE.

大不列顛及愛爾蘭聯合王國：



Edward Heath

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS.
ЗА СОЮЗ СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК.
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES.
POR LA UNION DE REPUBLICAS SOCIALISTAS SOVIETICAS.

蘇維埃社会主义共和国聯邦



Nikolai Podgorny

FOR GREECE.
ЗА ГРЕЦИЮ:
POUR LA GRECE.
POR GRECIA.

希腊
Subject to Ratification

P. Vitsas
April 12th 1972.

FOR THE KINGDOM OF THE NETHERLANDS.
ЗА КОРОЛЕВСТВО НИДЕРЛАНДОВ.
POUR LE ROYAUME DES PAYS-BAS.
POR EL REINO DE LOS PAISES BAJOS.

荷兰王国

H. C. Markine Raat

FOR LUXEMBOURG:
ЗА ЛЮКСЕМБУРГ
POUR LE LUXEMBOURG:
POR LUXEMBURGO:

盧森堡

Jean Wagner

le 12 avril 1972

FOR YUGOSLAVIA:
ЗА ЈУГОСЛАВИЈУ:
POUR LA YUGOSLAVIE.
POR YUGOSLAVIA:

南斯拉夫

FOR THE REPUBLIC OF KOREA.
ЗА КОРЕЙСКУЮ РЕСПУБЛИКУ
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA:

大韓民國

FOR ICELAND:
ЗА ИСЛАНДИЮ:
POUR L'ISLANDE
POR ISLANDIA.

冰島

FOR HUNGARY.
ЗА ВЕНГРИЮ:

POUR LA HONGRIE.
POR HONGRIA.

匈牙利

On behalf of Hungary

FOR BULGARIA.
ЗА БОЛГАРИЮ:

POUR LA BULGARIE.
POR BULGARIA.

保加利亚

El Generalissimo

FOR BELGIUM:

ЗА БЕЛЬГИЮ:

POUR LA BELGIQUE:
POR BELGICA.

比利时

Walter L. -

FOR DAHOMEY:

ЗА ДАГОМЕЮ:

POUR LE DAHOMEY:

POR EL DAHOMEY:

達荷美:



/

FOR THE CENTRAL AFRICAN REPUBLIC:

ЗА ЦЕНТРАЛЬНОАФРИКАНСКУЮ РЕСПУБЛИКУ:

POUR LA REPUBLIQUE CENTRAFRICAINE:

POR LA REPUBLICA CENTROAFRICANA:

中非共和國



FOR MEXICO:

ЗА МЕКСИКУ:

POUR LE MEXIQUE:

POR MEXICO:

墨西哥



FOR FINLAND.
ЗА ФИЛЯНДИЮ:
POUR LA FINLANDE:
POR FINLANDIA:
芬蘭。

Mari Murhe

FOR TURKEY
ЗА ТУРЦИЮ:
POUR LA TURQUIE
POR TURQUIA:
土耳其

Mehmet Turhan

FOR LAOS:
ЗА ДАОС.
POUR LE LAOS:
POR LAOS.
寮國老撾

Zde Murray

FOR NORWAY
ЗА НОРВЕГИЮ:
POUR LA NORVEGE.
POR NORUEGA.
挪威

Оле (olle) Helmer

FOR MALI
ЗА МАЛИ:
POUR LE MALI
POR MALI
馬利

J. S. T.

FOR LESOTHO:
ЗА ЛЕСОТО
POUR LE LESOTHO:
POR LESOTHO:
萊索托

M. M. Motsatsoe

FOR LEBANON
ЗА ЛИВАН.
POUR LE LIBAN.
POR EL LIBANO:

黎巴嫩

N. Falihani

FOR ROMANIA.
ЗА РУМЫНИЮ:
POUR LA ROUMANIE.
POR RUMANIA.

羅馬尼亞

Corneliu Bogdan

FOR THE YEMEN ARAB REPUBLIC:
ЗА АРАБСКУЮ РЕСПУБЛИКУ ИЕМЕН.
POUR LA REPUBLIQUE ARABE DU YEMEN:
POR LA REPUBLICA ARABE YEMEN:

也門阿拉伯共和國

Yahya H. Leghemam

FOR CANADA.

ЗА КАНАДУ

POUR LE CANADA.

POR EL CANADA.

加拿大

McRae

FOR THE PHILIPPINES

ЗА ФИЛИППИНЫ

POUR LES PHILIPPINES

POR FILIPINAS

菲律宾

Manaynay

FOR IRAN

ЗА ИРАН

POUR L'IRAN.

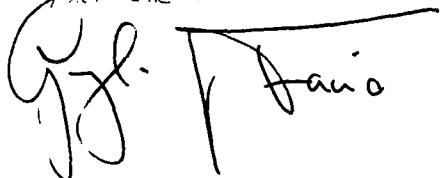
POR IRAN

伊朗

Dr. Khan, Agha,

FOR COSTA RICA.
ЗА КОСТА-РИКУ
POUR LE COSTA RICA.
POR COSTA RICA.

哥斯大黎加



FOR THE REPUBLIC OF CHINA.
ЗА КИТАЙСКУЮ РЕСПУБЛИКУ
POUR LA REPUBLIQUE DE CHINE
POR LA REPUBLICA DE CHINA.

中華民國

中
華
民
國

中
華
民
國



FOR SPAIN
ЗА ИСПАНИЮ
POUR L'ESPAGNE
POR ESPAÑA.

西班牙



FOR NEW ZEALAND:

ЗА НОВУЮ ЗЕЛАНДИЮ:

POUR LA NOUVELLE-ZELANDE:

POR NUEVA ZELANDA:

新西蘭



FOR AFGHANISTAN:

ЗА АФГАНИСТАН:

POUR L'AFGHANISTAN:

POR EL AFGANISTAN:

阿富汗



M. S. Dostum

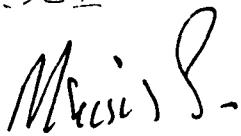
FOR ETHIOPIA:

ЗА ЭФИОПИЮ:

POUR L'ETHIOPIE:

POR ETIOPIA:

衣索比亞



Meles Zenawi

FOR CYPRUS:
ЗА КИПР.
POUR CHYPRE.
POR CHIPRE:
賽普勒斯

Andrew J Nicolaides

FOR BRAZIL:
ЗА БРАЗИЛИЮ:
POUR LE BRESIL:
POR EL BRASIL:
巴西

Jorge Henrique de Magalhães

FOR CZECHOSLOVAKIA:
ЗА ЧЕХОСЛОВАКИЮ:
POUR LA TCHECOSLOVAQUIE:
POR CHECOSLOVAQUIA.

捷克斯拉夫

J. Stefan Svoboda

FOR AUSTRALIA:
ЗА АВСТРАЛИЮ:
POUR L'AUSTRALIE:
POR AUSTRALIA:

澳大利亞

f. Blinck

FOR DENMARK:
ЗА ДАНИЮ:
POUR LE DANEMARK:
POR DINAMARCA:

丹麥

W. H. Tracy

FOR MONGOLIA:
ЗА МОНГОЛИЮ:
POUR LA MONGOLIE:
POR MONGOLIA:

蒙古

H. H. -

FOR BURMA.
ЗА БИРМУ.

POUR LA BIRMANIE:
POR BIRMANIA.

緬甸

FOR NEPAL.
ЗА НЕПАЛ.

POUR LE NEPAL.
POR NEPAL.

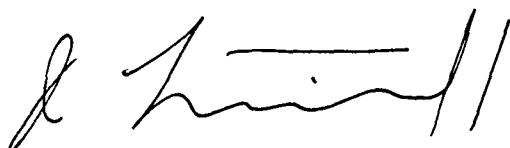
尼泊爾

FOR SENEGAL.
ЗА СЕНЕГАЛ
POUR LE SENEGAL
POR EL SENEGRAL.

塞內加爾

FOR CHILE.
ЗА ЧИЛИ:
POUR LE CHILI.
POR CHILE.

智利



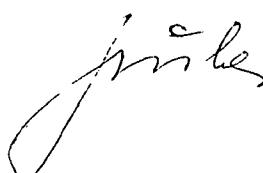
FOR PERU:
ЗА ПЕРУ
POUR LE PEROU:
POR PERU:

秘魯



FOR AUSTRIA.
ЗА АВСТРИЮ:
POUR L'AUTRICHE:
POR AUSTRIA.

奥地利



FOR COLOMBIA.
ЗА КОЛУМБИЮ:
POUR LA COLOMBIE
POR COLOMBIA.
哥倫比亞

J. Roberto Roselli

FOR ITALY
ЗА ИТАЛИЮ:
POUR L'ITALIE
POR ITALIA.
意大利

Vincenzo de Benedictis

FOR JAPAN
ЗА ЯПОНИЮ:
POUR LE JAPON
POR EL JAPON
日本

Nobuhiko Ichijo

FOR THE KHMER REPUBLIC:
ЗА РЕСПУБЛИКУ КМЕР.
POUR LA REPUBLIQUE KHMERE.
POR LA REPUBLICA KHMER:

柬埔寨共和国

Acuanum

FOR SOUTH AFRICA.
ЗА ЮЖНУЮ АФРИКУ
POUR L'AFRIQUE DU SUD:
POR SUDAFRICA.

南非

J. S. P. Rose

FOR MAURITIUS
ЗА МАВРИКИЙ:
POUR MAURICE
POR MAURICIO:

毛里求斯

[Large signature]

FOR HONDURAS
ЗА ГОНДУРАС
POUR LE HONDURAS
POR HONDURAS

宏者拉斯

Alberto Gómez

FOR GHANA.
ЗА ГАНУ
POUR LE GHANA.
POR GHANA.

邊口紳肉

Frederick D. Soref

**FOR MALAYSIA.
ЗА МАЛАЙСКУЮ ФЕДЕРАЦИЮ:
POUR LA MALAYSIA.
POR MALASIA.**

馬來西亞

Langsdorffia

FOR EL SALVADOR:
ЗА САЛЬВАДОР.
POUR LE SALVADOR.
POR EL SALVADOR:

薩爾瓦多

Passarow

FOR IRELAND:
ЗА ИРЛАНДИЮ:
POUR L'IRLANDE.
POR IRLANDA.

愛爾蘭

M. Branagh

FOR VENEZUELA.
ЗА ВЕНЕСУЭЛУ
POUR LE VENEZUELA.
POR VENEZUELA.

委內瑞拉

G. Wright

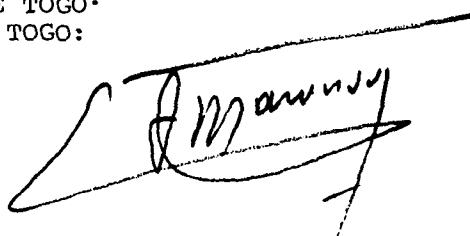
FOR THE REPUBLIC OF VIET-NAM:
ЗА РЕСПУБЛИКУ ВЬЕТНАМ
POUR LA REPUBLIQUE DU VIET-NAM:
POR LA REPUBLICA DE VIET-NAM.

越南民國



FOR TOGO:
ЗА ТОГО.
POUR LE TOGO.
POR EL TOGO:

多哥



FOR BOTSWANA.
ЗА БОТСВАНУ.
POUR LE BOTSWANA.
POR BOTSWANA.

波札那



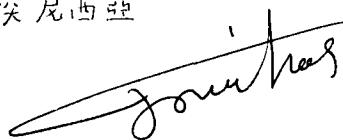
FOR TUNISIA:

ЗА ТУНИС

POUR LA TUNISIE:

POR TUNEZ.

突尼西亞



FOR SWITZERLAND:

ЗА ШВЕЙЦАРИЮ:

POUR LA SUISSE.

POR SUIZA.

瑞士



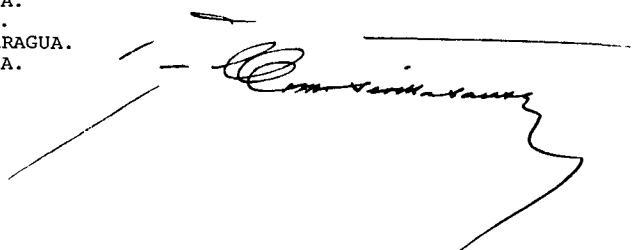
FOR NICARAGUA.

ЗА НИКАРАГУА.

POUR LE NICARAGUA.

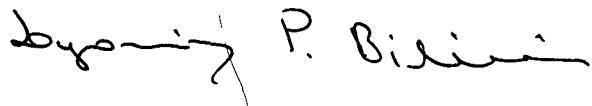
POR NICARAGUA.

尼加拉瓜



FOR POLAND:
ЗА ПОЛЬШУ
POUR LA POLOGNE.
POR POLONIA.

波蘭

 P. Biliński

FOR THE DOMINICAN REPUBLIC:
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ
POUR LA REPUBLIQUE DOMINICAINE.
POR LA REPUBLICA DOMINICANA.

多明尼加共和國

 S. C. Chi

FOR CEYLON
ЗА ЦЕЙЛОН.
POUR CEYLAN
POR CEILAN

金剛蘭

Neville Kanakeraune



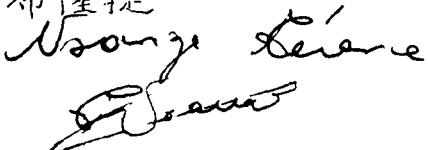
FOR BURUNDI:

ЗА БУРУНДИ:

POUR LE BURUNDI:

POR BURUNDI.

布隆提



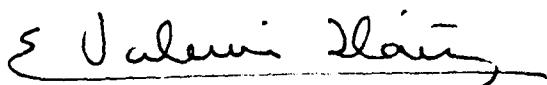
FOR BOLIVIA:

ЗА БОЛИВИЮ:

POUR LA BOLIVIE:

POR BOLIVIA.

玻利維亞



FOR ZAIRE.

ЗА ЗАИРУ

POUR LE ZAIRE

POR ZAIRE: ILEKA MBOYO



FOR PAKISTAN:

ЗА ПАКИСТАН:

POUR LE PAKISTAN:

POR PAKISTAN:

巴基斯坦

(A.M.Nasal)
Ambassador of Pakistan
Washington D.C.

FOR THE FEDERAL REPUBLIC OF GERMANY:

ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:

POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:

POR LA REPUBLICA FEDERAL DE ALEMANIA:

德意志聯邦共和國

Rolf Münz

FOR RWANDA:

ЗА РУАНДУ:

POUR LE RWANDA:

POR RWANDA:

盧安達

Kinderklinik

FOR LIBERIA.

ЗА ЛИБЕРИЮ:

POUR LE LIBERIA.

POR LIBERIA.

東非王國
James B. Tolman

FOR JORDAN.

ЗА ИОРДАНИЮ:

POUR LA JORDANIE.

POR JORDANIA:

約旦

Zayed

FOR MALAWI

ЗА МАЛАВИ:

POUR LE MALAWI:

POR MALAWI:

馬拉威

J. B. Banister

FOR HAITI
ЗА ГАИТИ;
POUR HAITI.
POR HAITI.

海地 *R. Chalmeay*
far.

FOR SAUDI ARABIA:
ЗА САУДОВСКУЮ АРАВИЮ:
POUR L'ARABIE SAUDITE
POR ARABIA SAUDITA.

少烏地阿拉伯

April 12, 1972

FOR KUWAIT.
ЗА КУВЕЙТ.
POUR LE KOWEIT.
POR KUWAIT.

科威特

Debb 4/14/72

FOR NIGER:
ЗА НИГЕРИЮ:
POUR LE NIGER:
POR NIGER:

卷之三

J. P. Jousset
Le 21 Avril 1972

FOR PANAMA.
ЗА ПАНАМУ
POUR LE PANAMA.
ПОРА ПАНАМА.

巴拿馬

Kemalpasa

2 de Mayo de 1972

FOR MOROCCO
3A MAPOKKO
POUR LE MAROC.
POR MARRUECOS

摩各哥

C. L. Underwood
3 May 1922

FOR GUATEMALA.
ЗА ГУАТЕМАЛУ
POUR LE GUATEMALA.
POR GUATEMALA.

危地馬拉

May 9, 1972



FOR IVORY COAST.
ЗА БЕРЕГ СЛОНОВОЙ КОСТИ.
POUR COTE-D'IVOIRE
POR COSTA DE MARFIL.

象牙海岸

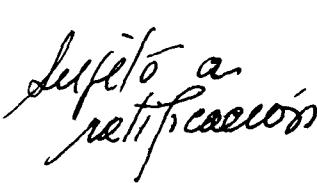
May 23rd, 1972



FOR ECUADOR:
ЗА ЭКВАДОР.
POUR L'EQUATEUR:
POR EL ECUADOR:

厄瓜多

June 14th, 1972

 
Delfo A. Malfable

FOR SINGAPORE:
ЗА СИНГАПУР.
POUR SINGAPOUR:
POR SINGAPUR:
新加坡

E. Montefiori
29 June 1972

FOR INDONESIA.
ЗА ИНДОНЕЗИЮ.
POUR L'INDONÉSIE.
POR INDONESIA.
印度尼西亞

S. Aung Thwin
20 June 1972

FOR PORTUGAL.
ЗА ПОРТУГАЛИЮ.
POUR LE PORTUGAL.
POR PORTUGAL.
葡萄牙

José Mace Guedes
29 June 1972

FOR ARGENTINA:
3A АРГЕНТИНА:
POUR L'ARGENTINE:
POR LA ARGENTINA.

阿根廷

Q. A. L. Liu 7th August
1972

FOR SAN MARINO:
3A САН-МАРИНО:
POUR SAINT-MARIN
POR SAN MARINO:

聖馬利諾

Siemone Thimble 12 Sept 1972

FOR SIERRA LEONE:
3A СЕРРА-ЛЕОНЕ:
POUR LE SIERRA LEONE.
POR SIERRA LEONA:

獅子山

Rahme

7th November 72

FOR THE GAMBIA.
ЗА ГАМБИЮ:
POUR LA GAMBIE
POR LA GAMBIA.

冈比亚

J. M. Carter 9/11/72

FOR NIGERIA.
ЗА НИГЕРИЮ:
POUR LA NIGERIA.
POR NIGERIA.

奈及利亚

J. M. Carter
6th December, 1972.

FOR GUYANA.
ЗА ГУЯНА:
POUR LA GUYANE.
POR GUYANA.

盖亚那

Rahman Ali
January 3, 1973

FOR INDIA.
ЗА ИНДИЮ:
POUR L'INDE:
POR LA INDIA.

印度.

L. K. Jha
January 15, 1973

FOR THAILAND:
ЗА ТАИЛАНД:
POUR LA THAILANDE:
POR TAILANDIA.

泰国

Anand Panyash

17 Jan. 1973

FOR BARBADOS
ЗА БАРБАДОС:
POUR LA BARBADE
POR BARBADOS

巴貝多：

K. C.
16 Feb. 1973.

FOR SWEDEN.
3A 瑞典:
POUR LA SUEDE:
POR SUECIA:

Hanschke
27/2 1975

Note by the Department of State

Signatories at Washington to
the Convention on the Prohibition of the Development,
Production and Stockpiling of Bacteriological (Biological)
and Toxin Weapons and on Their Destruction
Opened for signature at Washington, London, and Moscow on
April 10, 1972

FOR THE UNITED STATES OF AMERICA:

William P Rogers
James F Leonard

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

Cromer

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS

A Dobrynin

FOR GREECE.

Subject to Ratification
B Vitsaxis April 12th 1972

FOR THE KINGDOM OF THE NETHERLANDS

H. C. Maclaine Pont

FOR LUXEMBOURG:

Jean Wagner le 12 avril 1972

FOR YUGOSLAVIA..

Toma Granfil

FOR THE REPUBLIC OF KOREA.

Dong-Jo Kim [Romanization]

FOR ICELAND:

Gudm. I. Gudmundsson

FOR HUNGARY

Dr Szabó Károly

FOR BULGARIA.

Dr L Guerassimov

FOR BELGIUM:

Walter Loridan

FOR DAHOMEY

Wilfrid de Souza

FOR THE CENTRAL AFRICAN REPUBLIC:

Christophe Maidou

FOR MEXICO:

Dr José Juan de Olloqui

FOR FINLAND:

Olavi Munkki

FOR TURKEY

Melih Esenbel

FOR LAOS

T. Khammao

FOR NORWAY

Arne Gunneng

FOR MALI

S Traoré

FOR LESOTHO.

M T Mashologu

FOR LEBANON

N. Kabbani

FOR ROMANIA:

Corneliu Bogdan

FOR THE YEMEN ARAB REPUBLIC:

Yahya H Geghman

FOR CANADA.

M. Cadieux

FOR THE PHILIPPINES

Eduardo Z. Romualdez

FOR IRAN

Dr. Aslan Afshar

FOR COSTA RICA.

Gzl. J. Facio

FOR THE REPUBLIC OF CHINA.

James C. H. Shen

FOR SPAIN:

Angel Sagaz

FOR NEW ZEALAND:

Frank Corner

FOR AFGHANISTAN

M. S. Daneshjo

FOR ETHIOPIA.

Mekbib G.

FOR CYPRUS

Andros A. Nicolaides

FOR BRAZIL.

João Augusto de Araujo Castro

FOR CZECHOSLOVAKIA.

Dr Dušan Spáčil

FOR AUSTRALIA.

J Plimsoll

FOR DENMARK

Eyvind Bartels

FOR MONGOLIA.

M Dugersuren

FOR BURMA.

San Maung

FOR NEPAL.

K S Sharma

FOR SENEGAL:

A Coulbary

FOR CHILE.

O. Letelier

FOR PERU:

F Berckemeyer

FOR AUSTRIA.

Gruber

FOR COLOMBIA.

D. Botero-Boshell

FOR ITALY

Vincenzo de Benedictis

FOR JAPAN

Nobuhiko Ushiba

FOR THE KHMER REPUBLIC:

Ong Khuy Treng [Romanization]

FOR SOUTH AFRICA:

J. S. F Botha

FOR MAURITIUS

Pierre Guy Girald Balancy

FOR HONDURAS.

Roberto Galvez B

FOR GHANA.

Ebenezer Moses Debrah

FOR MALAYSIA.

Ong Yoke Lin

FOR EL SALVADOR:

J A Rivera

FOR IRELAND:

W. Warnock

FOR VENEZUELA.

G Pinto C.

FOR THE REPUBLIC OF VIET-NAM:

Bui Diem

FOR TOGO:

E A Mawussi

FOR BOTSWANA.

Chief Linchwe II

FOR TUNISIA.

Slaheddine El Goulli

FOR SWITZERLAND:

F Schnyder

6

FOR NICARAGUA.

Guillermo Sevilla-Sacasa

FOR POLAND:

Dyonizy P Bilinski

FOR DOMINICAN REPUBLIC:

S. Ortiz

FOR CEYLON

Neville Kanakaratne

FOR BURUNDI

Nsanze Terence

FOR BOLIVIA.

E Valencia-Ibañez

FOR ZAIRE.

Ileka Mboyo

FOR PAKISTAN

A. M. Raza

Ambassador of Pakistan
Washington, D.C.

FOR THE FEDERAL REPUBLIC OF GERMANY

Rolf Pauls

FOR RWANDA.

Fidèle Nkundabagenzi

FOR LIBERIA.

James B. Freeman

FOR JORDAN

Z Mufti

FOR MALAWI

A. J. M. Banda

FOR HAITI

R. Chalmers

FOR SAUDI ARABIA.

Ibrahim Al-Sowayel [Romanization] April 12, 1972

FOR KUWAIT.

Salem S. Al-Sabah [Romanization] 4/14/72

FOR NIGER:

O G Youssoufou Le 21 Avril 1972

FOR PANAMA.

J A de la Ossa 2 de Mayo de 1972

FOR MOROCCO:

Badreddine Senoussi 3 May 1972

FOR GUATEMALA.

J. Asensio-Wunderlich Mayo 9, 1972

FOR IVORY COAST.

T. Ahoua May 23rd 1972

FOR ECUADOR:

Orlando Gabela
Sujeto a ratificación June 14th, 1972

FOR SINGAPORE.

E S Monteiro 19 June 1972

FOR INDONESIA.

Sjarif Thajeb 20 June 1972

FOR PORTUGAL.

João Hall.Themido 29 June 1972

FOR ARGENTINA.

Carlos A. Muniz 7 August 1972

FOR SAN MARINO:

Giancarlo Ghironzi 12 Sept. 1972

FOR SIERRA LEONE.

P J Palmer 7th November 72

FOR THE GAMBIA.

A D Camara 9/11/72

FOR NIGERIA.

J M Garba 6th December, 1972

FOR GUYANA.

Rahman B. Gajraj

January 3, 1973

FOR INDIA.

L. K. Jha

January 15th 1973.

FOR THAILAND:

Anand Panyarachun

17 Jan. 1973

FOR BARBADOS

V T McComie

16 Feb. 1973.

FOR SWEDEN

W Wachtmeister

27/2 1975

TIAS 8062

JAPAN

Claims: Trust Territory of the Pacific Islands

*Agreement extending the time period in article I, paragraph 2,
of the agreement of April 18, 1969.*

Effectuated by exchange of notes

Signed at Tokyo April 18, 1975;

Entered into force April 18, 1975.

*The American Ambassador to the Japanese Minister for
Foreign Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

TOKYO, April 18, 1975.

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Japan concerning the Trust Territory of the Pacific Islands signed on April 18, 1969,[¹] and to propose on behalf of my Government that the period for the provision of products and services by Japan provided for in Article I, paragraph 2 of the Agreement be extended until October 15, 1976 in accordance with the provisions thereof.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

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

JAMES D. HODGSON

His Excellency

KICHI MIYAZAWA,
Minister for Foreign Affairs,
Tokyo.

¹ TIAS 6724; 20 UST 2654.

The Japanese Minister for Foreign Affairs to the American Ambassador

るとともに、閣下の書簡及びこの返簡がこの返簡の日付の日に
効力を生ずる両政府間の合意を構成するものとみなすことに同
意する光榮を有します。

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。

千九百七十五年四月十八日に東京で

日本国外務大臣

一 津 化 一

アメリカ合衆国特命全権大使

ジェームズ・D・ホッドソン閣下

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことを確認する光榮を有します。

本使は、千九百六十九年四月十八日に署名された太平洋諸島信託統治地域に関するアメリカ合衆国と日本国との間の協定に言及するとともに、同協定第一条第2項に定められた日本国による生産物及び役務の供与のための期間を、同項の規定に従つて千九百七十六年十月十五日まで延長することを本国政府に代わつて提案する光榮を有します。

本使は、更に、日本国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡が閣下の返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことを提案する光榮を有します。

本大臣は、更に、日本国政府に代わつて前記の提案を受諾す

TRANSLATION

Tokyo, April 18, 1975

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"I have the honor to refer to the Agreement between the United States of America and Japan concerning the Trust Territory of the Pacific Islands signed on April 18, 1969, and to propose on behalf of my Government that the period for the provision of products and services by Japan provided for in Article I, paragraph 2 of the Agreement be extended until October 15, 1976 in accordance with the provisions thereof.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded as constituting an agreement between the

two Governments, which will enter into force
on the date of Your Excellency's reply "

I have further the honor to accept the above
proposal on behalf of my Government and to agree that
Your Excellency's Note and this Note shall be regarded
as constituting an agreement between the two Governments,
which will enter into force on the date of this reply

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

Kiichi Miyazawa
Minister for Foreign Affairs
of Japan

His Excellency
James D. Hodgson
Ambassador Extraordinary and
Plenipotentiary of
the United States of America

JAPAN

Claims: Trust Territory of the Pacific Islands

Agreement relating to the agreement of April 18, 1969.

Effectuated by exchange of notes

Signed at Tokyo April 18, 1975;

Entered into force April 18, 1975.

The American Ambassador to the Japanese Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

TOKYO, April 18, 1975.

EXCELLENCY:

I have the honor to refer to the Agreement between the United States of America and Japan concerning the Trust Territory of the Pacific Islands signed on April 18, 1969, and paragraph 2(3) of the Exchange of Notes dated March 18, 1973^[1] regarding the implementation of Article I of the Agreement (hereinafter referred to as "the Exchange of Notes"), and to propose on behalf of my Government that interest accrued in connection with the payments provided for in paragraph 1 of the Exchange of Notes shall be used, by October 15, 1976, for additional purchase in Japan by the Government of the United States of America of the products of Japan and the services of the Japanese people enumerated in the List which was agreed upon through consultation between the two Governments on May 16, 1974 in accordance with paragraph 3 of the Exchange of Notes.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be re-

^[1] TIAS 6724, 7581; 20 UST 2654; 24 UST 767.

garded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

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

JAMES D. HODGSON

His Excellency
KIICHI MIYAZAWA,
Minister for Foreign Affairs,
Tokyo.

The Japanese Minister for Foreign Affairs to the American Ambassador

アメリカ合衆国特命全権大使
ジェームズ・D・ホッドソン閣下

日本国外務大臣

一
外
交
事
務
省
長
官
印

本使は、更に、日本国政府が前記の提案を受諾されるときは、この書簡及び受諾を表明される閣下の返簡が閣下の返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことを提案する光栄を有します。

本大臣は、更に、日本国政府に代わつて前記の提案を受諾するとともに、閣下の書簡及びこの返簡がこの返簡の日付の日に効力を生ずる両政府間の合意を構成するものとみなすことに同意する光栄を有します。

本大臣は、以上を申し進めるに際し、ここに重ねて閣下に向かつて敬意を表します。

千九百七十五年四月十八日に東京で

書簡をもつて啓上いたします。本大臣は、本日付けの閣下の次の書簡を受領したことと確認する光榮を有します。

本使は、千九百六十九年四月十八日に署名された太平洋諸島信託統治地域に関するアメリカ合衆国と日本国との間の協定及び同協定第一条の実施に関する千九百七十三年三月十三日付けの交換公文（以下「交換公文」という。）第2項(3)に言及するとともに、交換公文第1項に規定する支払に関連して生ずる利子は、交換公文第3項に従つて千九百七十四年五月十六日に両政府間の協議により合意された表に掲げる日本国の生産物及び日本人の役務を、千九百七十六年十月十五日までにアメリカ合衆国政府が日本国において追加的に購入するために使用されることを本国政府に代わつて提案する光榮を有します。

TRANSLATION

Tokyo, April 18, 1975

Excellency,

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"I have the honor to refer to the Agreement between the United States of America and Japan concerning the Trust Territory of the Pacific Islands signed on April 18, 1969, and paragraph 2 (3) of the Exchange of Notes dated March 13, 1973 regarding the implementation of Article I of the Agreement (hereinafter referred to as "the Exchange of Notes"), and to propose on behalf of my Government that interest accrued in connection with the payments provided for in paragraph 1 of the Exchange of Notes shall be used, by October 15, 1976, for additional purchase in Japan by the Government of the United States of America of the products of Japan and the services of the Japanese people enumerated in the List which was agreed upon through consultation between the two Governments on May 16, 1974 in accordance with paragraph 3 of the Exchange of Notes.

I have further the honor to propose that if the foregoing proposal is acceptable to the Government of Japan, the present Note and Your Excellency's Note in reply indicating such acceptance shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply."

I have further the honor to accept the above proposal on behalf of my Government and to agree that Your Excellency's Note and this Note shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

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

Kiichi Miyazawa
Minister for Foreign Affairs
of Japan

His Excellency
James D. Hodgson
Ambassador Extraordinary and
Plenipotentiary of
the United States of America

PAKISTAN

Agricultural Commodities

*Agreement amending the agreement of November 23,
1974, as amended.*

Effectuated by exchange of notes

*Signed at Islamabad May 27, 1975;
Entered into force May 27, 1975.*

The American Ambassador to the Pakistani Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

ISLAMABAD, May 27, 1975

SIR:

I have the honor to refer to the Title I, Public Law 480 Agricultural Sales Agreement signed by the representatives of our two Governments on November 23, 1974, as amended March 3, 1975,[¹] and to propose that the Agreement be further amended as follows:

In Part II, Item I, Commodity Table: (1) Under the appropriate columns for Wheat/wheat flour, delete "400,000" and "\$66.8" and insert in lieu thereof "465,000" and "\$75.3" respectively; (2) Under "Maximum Export Market Value", underline "\$75.3" and add the following: "Total: \$75.3".

Except as amended hereby, all other terms and conditions of the November 23, 1974 Agreement, as amended, shall remain in full force and effect.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute

¹ TIAS 7971, 8024; 25 UST 3190; *ante*, p. 185.

an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

HENRY A. BYROADE

Henry A. Byroade
Ambassador

MR. AFTAB AHMAD KHAN

Secretary

Economic Affairs Division

Ministry of Finance, Planning and Economic Affairs

Government of Pakistan

Islamabad

The Pakistani Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Affairs, to the American Ambassador



Telegram : ECONOMIC

No. 1(2)US-VI/75

GOVERNMENT OF PAKISTAN
MINISTRY OF FINANCE PLANNING
AND DEVELOPMENT
(Economic Affairs Division)

Islamabad, the 27th May, 1975.

Dear Mr. Ambassador,

I have the honour to acknowledge with thanks
the receipt of your letter dated May 27, 1975, proposing
further to amend our PL-480 Title-I Agreement of
November 23, 1974, as amended on March 3, 1975, to
provide for the delivery of an additional quantity of
65,000 tons of wheat to Pakistan valued at \$ 8.5 million
approximately.

2. The text of your letter under reference is
reproduced below:-

"I have the honour to refer to the
Title-I, Public Law 480 Agricultural Sales
Agreement signed by the representatives of
our two Governments on November 23, 1974,
as amended March 3, 1975, and to propose
that the Agreement be further amended as
follows:

In Part II, Item I, Commodity Table:

- (1) Under the appropriate columns
for Wheat/wheat flour delete
"400,000" and "\$66.8" and insert
in lieu thereof "465,000" and
"\$75.3" respectively;
- (2) Under "Maximum Export Market
Value", underline "\$75.3" and add
the following: "Total:\$ 75.3".

Except as amended hereby, all other
terms and conditions of the November 23, 1974
Agreement, as amended, shall remain in full
force and effect.

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

Please accept the renewed assurances
of my highest consideration".

3. I write to concur in the contents of your letter
and to confirm that this exchange of letters between us shall
constitute an agreement between our two Governments.

With kind regards,

Yours sincerely,

Aftab Ahmad Khan
(AFTAB AHMAD KHAN)
Secretary

Mr. Henry A. Byroade,
Ambassador of the USA in Pakistan,
Islamabad.

TIAS 8065

KUWAIT

Provision of Defense Articles and Services and Establishment of Liaison Office

*Agreement effected by exchange of notes
Signed at Kuwait February 24 and April 15, 1975;
Entered into force April 15, 1975.*

The American Ambassador to the Kuwaiti Minister of Foreign Affairs

No. 70

KUWAIT, February 24, 1975

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two governments concerning the procurement of defense articles and defense services from the Government of the United States by the Government of Kuwait for its internal security and legitimate self-defense and to confirm the following understandings reached as a result of such conversations:

1. The United States of America will, subject to United States laws and regulations applicable to foreign military sales, make available to the State of Kuwait such defense articles and defense services as their respective governments may agree upon from time to time.
2. (A) The United States may send and the Government of Kuwait will receive military and civilian personnel of the Government of the United States who shall discharge this Agreement. Such personnel, as part of the Embassy of the United States of America, shall constitute the U.S. Liaison Office, Kuwait and will operate under the overall direction of the Chief of the Diplomatic Mission of the United States of America. The Chief of the Liaison Office and, under him, the senior officer of each of the U.S. armed forces who are permanently assigned and accompanying members of their families, not nationals of Kuwait, shall be accorded the diplomatic privileges and immunities accorded agents under the Vienna Convention on Diplomatic Relations of April 18, 1961.^[1] All other such personnel of the United States Government, including personnel temporarily assigned to Kuwait and accompanying members of their families, not nationals

^[1] TIAS 7502; 23 UST 3227.

of Kuwait, shall be accorded the treatment to which members of the administrative and technical staff of diplomatic missions are entitled under the Vienna Convention.

(B) In accordance with arrangements to be agreed upon between representatives of the Government of Kuwait and the United States, the Government of Kuwait shall provide such facilities, compensation and support as may be mutually agreed upon for United States Government personnel assigned to or present in Kuwait pursuant to paragraph 2(A) above.

3. If these understandings are acceptable to Your Excellency's Government, I propose that this note and Your Excellency's note in reply concurring therein shall constitute an Agreement between our two governments effective as of the date of Your Excellency's reply. Such Agreement shall remain in force until one year after receipt by either government of written notice of the intention of the other government to terminate it. At the request of either government, representatives of the two governments will consult regarding any matter relating to the application or amendment of this Agreement.

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

WILLIAM A STOLTZFUS JR

His Excellency

Shaikh SABAH AL-AHMAD AL-JABER,
Minister of Foreign Affairs,
Kuwait.

The Kuwaiti Minister of Foreign Affairs to the Secretary of State



وزير الخارجية
الكونفدرالية الجعفرية

١٩٢٥ / ٤ / ١٥

صاحب السعادة

اجابة على رسالتكم بتاريخ ٢٤ فبراير ١٩٢٥ والخاصة بحصول
حكومة الكويت على مواد دفاعية وخدمات دفاعية من حكومة
الولايات المتحدة، أتشرف بأن أؤكد "الناهض" الذي توصل
إليه والوارد في رسالتكم.

كما أتمنى أتشرف بقبول أن يشكل تبادل هذه المذكرات بيننا اتفاقاً
بين الأطراف المعنية ابتداءً من تاريخ هذه المذكرة.
وأتهنئ هذه الفرصة لأجدد لسعادة تكم عن فائق تقديرى
واعتبارى.

وزير الخارجية

صاحب السعادة
الدكتور هنري ستيمسون
وزير الخارجية
الولايات المتحدة الأمريكية

TRANSLATION

Ministry of Foreign Affairs
The Minister

4/15/75

Excellency:

In reply to your note of February 24, 1975 concerning the procurement by the Government of Kuwait of defense articles and defense services from the Government of the United States, I have the honor to confirm the understanding achieved, to which you refer in your note.

I also have the honor to state that the exchange of these notes between us constitutes an Agreement between the parties concerned effective as of the date of this note.

I avail myself of this opportunity to express to Your Excellency the renewed assurances of my highest consideration.

SABAH AL-AHMAD AL-JABER

Minister of Foreign Affairs

His Excellency Dr. Henry Kissinger
Secretary of State
The United States of America

PEOPLE'S REPUBLIC OF BULGARIA
Consular Relations

*Convention, with agreed memorandum and exchange of letters,
signed at Sofia April 15, 1974;*

*Ratification advised by the Senate of the United States of America
December 16, 1974;*

*Ratified by the President of the United States of America January 28,
1975;*

Ratified by the People's Republic of Bulgaria July 29, 1974;

Ratifications exchanged at Washington April 28, 1975;

*Proclaimed by the President of the United States of America May 12,
1975;*

Entered into force May 29, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Consular Convention between the United States of America and the People's Republic of Bulgaria, along with an Agreed Memorandum and related exchange of letters, was signed at Sofia on April 15, 1974, the texts of which, in the English and Bulgarian languages, are hereto annexed;

The Senate of the United States of America by its resolution of December 16, 1974, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention along with the Agreed Memorandum and related exchange of letters;

The Convention along with the Agreed Memorandum and related exchange of letters was ratified by the President of the United States of America on January 28, 1975, in pursuance of the advice and consent of the Senate, and was ratified on the part of the People's Republic of Bulgaria;

It is provided in Article 52 of the Convention that the Convention shall enter into force after the expiration of thirty days following the date of the exchange of instruments of ratification;

The instruments of ratification were exchanged at Washington on April 28, 1975, and accordingly the Convention along with the Agreed Memorandum and related exchange of letters will enter into force on May 29, 1975;

NOW, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention along with the Agreed Memorandum and related exchange of letters, to the end that they shall be observed and fulfilled with good faith on and after May 29, 1975, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this twelfth day of May in the year
of our Lord one thousand nine hundred seventy-five and
[SEAL] of the Independence of the United States of America the
one hundred ninety-ninth.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

Consular Convention
between
the United States of America and
the People's Republic of Bulgaria

The United States of America and the People's Republic of Bulgaria:

Desiring to regulate and develop consular relations between the two countries in order to facilitate the protection of their national interests and the rights and interests of their nationals; Have decided to conclude this Consular Convention and for this purpose have appointed as their Plenipotentiaries:

For the United States of America

Martin F. Herz, Ambassador of the United States of America

For the People's Republic of Bulgaria

Andon Traykov, First Deputy Minister of Foreign Affairs

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

PART I

Definitions

Article 1

For the purposes of the present Convention, the terms listed below shall have the following meanings:

- (a) "Consulate" means a consulate-general, consulate, vice-consulate, or consular agency;
- (b) "Consular district" means the area assigned to a consulate for the performance of consular functions;
- (c) "Head of a consulate" means a person who has been entrusted by the sending State to act in this capacity;

(d) "Consular officer" means any person, including the head of a consulate, to whom the exercise of consular functions has been entrusted by the sending State;

(e) "Consular employee" means any person who performs administrative, technical or service duties at a consulate;

(f) "Member of a consulate" means any consular officer or consular employee;

(g) "Premises of a consulate" means buildings or parts of buildings, as well as the grounds ancillary thereto, used exclusively for the purposes of a consulate, regardless of ownership;

(h) "Consular archives" means all official correspondence, documents, letters, books, films, tapes, records, codes and ciphers, office equipment, as well as filing cabinets and other furniture intended for their safekeeping;

(i) "Vessel of the sending State" means any vessel sailing under the flag of the sending State, excluding warships.

PART II

OPENING OF CONSULATES AND APPOINTMENT OF CONSULAR OFFICERS

AND CONSULAR EMPLOYEES

Article 2

Opening of Consulates

1. A consulate may be opened on the territory of the receiving State only with the consent of that State.

2. The seat of the consulate, its rank and consular district shall be determined by agreement between the sending and receiving States.

Article 3

Appointment of the Head of a Consulate

1. Prior to the appointment of a head of a consulate, the sending State must ascertain through diplomatic channels that the receiving State will recognize the person concerned as head of the consulate.

2. The sending State shall forward through diplomatic channels to the receiving State a consular commission or other similar document for the appointment of a head of a consulate. The consular commission or the other similar document shall contain the name of the head of the consulate, his rank, the consular district in which he will exercise his functions and the seat of the consulate.

3. After the presentation of the consular commission or other similar document for the appointment of a head of a consulate, the receiving State shall issue to him, in the shortest possible period of time, an exequatur or other authorization.

4. The head of a consulate may commence to exercise consular functions after the receiving State issues to him an exequatur or other authorization.

5. The receiving State may grant to the head of a consulate provisional recognition permitting him to exercise consular functions until such time as the exequatur or other authorization has been issued to him.

6. Immediately after granting recognition, even provisional, the competent authorities of the receiving State shall take all necessary measures to enable the head of the consulate to exercise his functions and to enjoy the rights, facilities, privileges and immunities due him under the Convention and the law of the receiving State.

Article 4

Exercising Temporarily the Functions of a Head of a Consulate

1. If for some reason the head of a consulate is unable to carry out his functions, or if the position of head of a consulate is vacant, the sending State may entrust a consular officer of the same or of another consulate in the receiving State, or a member of the diplomatic staff of the diplomatic mission in the receiving State, with the temporary exercise of the functions of head of the consulate. The receiving State shall be notified in advance of the name of this person.

2. The person entrusted with the temporary exercise of the functions of a head of a consulate shall enjoy the rights, facilities, privileges and immunities as the head of the consulate as provided by this Convention.

3. Entrusting a member of the diplomatic staff of the diplomatic mission of the sending State with consular functions according to Paragraph 1 of this Article does not limit the privileges and immunities to which he is entitled by virtue of his diplomatic status, subject to the provisions of Article 44 of this Convention.

Article 5

Notification of the Appointment of Consular Officers and Consular Employees

1. The sending State shall notify the receiving State, in advance, in writing, of the full name, function and class of each consular officer.

2. The sending State shall also notify the receiving State in writing of:

(a) the appointment of members of a consulate, their arrival after their appointment, their final departure or the termination of their functions, as well as all other changes affecting their status which may take place while they are working in the consulate;

(b) the arrival and final departure of a member of the family of a member of the consulate who resides with him as part of his household, and also when an individual becomes or ceases to be a member of the family;

(c) the employment or dismissal of a person as a member of a consulate who is a national or permanent resident of the receiving State.

Article 6

Issuance of an Identity Document

The receiving State shall issue to each consular officer an appropriate document certifying his right to perform consular functions in the territory of the receiving State.

Article 7

Nationality of Consular Officers

A consular officer shall be a national of the sending State and shall not be a national or a permanent resident of the receiving State.

Article 8

Declaring as Unacceptable a Head of a Consulate or

Other Member of a Consulate

The receiving State may at any time and without having to explain its decision, notify the sending State that the head of the consulate or other consular officer is persona non grata or that another member of the consulate is unacceptable. In such a case the sending State is obliged to recall such person or terminate his functions in the consulate. If the sending State fails within a reasonable time to carry out its obligation, the receiving State may refuse to recognize the person concerned as a member of the consulate.

PART III

RIGHTS, FACILITIES, PRIVILEGES AND IMMUNITIES

Article 9

Facilities for the Operation of a Consulate

The receiving State shall ensure the proper conditions for the normal operation of a consulate and shall take all necessary measures to enable members of the consulate to carry out their duties and enjoy the rights, facilities, privileges and immunities provided by the present Convention and the law of the receiving State.

Article 10

Use of the National Flag and Coat-of-arms

1. The coat-of-arms of the sending State, along with the inscription of the consulate in the language of the sending and of the receiving States, may be placed on the consular premises.
2. The flag of the sending State may be flown at the consular premises and at the residence of the head of a consulate.
3. The flag of the sending State may be flown on the official means of transport of the head of a consulate.
4. In exercising the rights stipulated by this Article the law and customs of the receiving State shall be observed.

Article 11

Acquiring Consular Premises and Residences

1. The sending State shall have the right, in the territory of the receiving State, in accordance with the law of the receiving State, to acquire, own, lease for any period of time, construct and improve, or otherwise hold and occupy such grounds, buildings and appurtenances as may be necessary and appropriate for consular purposes, including residences for consular officers and consular employees who are not nationals or permanent residents of the receiving State.
2. The receiving State shall render all necessary assistance to the sending State with a view to facilitating the acquisition of grounds, buildings or parts of buildings for the purposes mentioned in paragraph 1 of this Article.
3. The provisions of paragraph 1 of this Article do not exempt the sending State from the obligation to observe the law of the receiving State relating to construction and zoning applicable to the region in which the respective grounds, buildings or parts of buildings are located.

Article 12

Inviolability of the Consular Premises and of the
Residence of the Head of a Consulate

1. The consular premises shall be inviolable. The authorities of the receiving State may not enter the consular premises without the consent of the head of the consulate, the chief of the diplomatic mission of the sending State, or of a person designated by one of them. The receiving State shall take the necessary measures to ensure the protection of the consular premises.

2. The provisions of paragraph 1 of this Article shall also apply to the residence of the head of a consulate.

Article 13

Inviolability of the Consular Archives

The consular archives shall be inviolable at all times and regardless of the place where they are located.

Article 14

Freedom of Communication

1. A consulate shall be entitled to exchange communications with its government, with the diplomatic missions and with other consulates of the sending State, wherever they may be. For this purpose the consulate may employ all ordinary means of communication, ciphers, diplomatic or consular couriers, diplomatic or consular bags. With respect to public means of communication the same tariffs and conditions shall be applied in the case of a consulate as are applied in the case of the diplomatic mission. A consulate may install and use a radio transmitter only with the consent of the receiving State.

2. The official correspondence of a consulate, regardless of the means of communication employed, as well as sealed consular pouches, bags and other containers, provided they bear visible external marks of their official character, shall be inviolable. They may contain nothing other than official correspondence or articles intended exclusively for official use.

3. The official correspondence of a consulate, including consular pouches, bags or other containers, as described in paragraph 2 of this Article, shall neither be opened nor detained. Nevertheless, if the competent authorities of the receiving State have serious reason to believe that such pouch, bag or other container contains articles other than official correspondence or documents and articles intended exclusively for official use, they may request that such pouch, bag or other container be returned to its place of origin.

4. Consular couriers of the sending State shall enjoy on the territory of the receiving State the same rights, privileges and immunities enjoyed by diplomatic couriers.

5. The master of a vessel or the captain of a civil aircraft of the sending State may also be charged with the conveyance of a consular bag. The master or captain shall be provided with an official document indicating the number of containers forming the consular bag entrusted to him; he shall not, however, be considered to be a consular courier. By arrangement with the appropriate authorities of the receiving State, the consulate may send a member of the consulate to take possession of the consular bag directly and freely from the master of the vessel or captain of the aircraft or to deliver such bag to him.

Article 15

Respect of the Person of Members of a Consulate and the Members of their Families

The receiving State shall be obliged to treat the members of the consulate and the members of their families residing with them as part of their households with due respect and to take all appropriate measures to prevent any encroachment upon their person, freedom or dignity.

Article 16**Immunity of Members of a Consulate from the Jurisdiction of the Receiving State**

1. Consular officers and members of their families residing with them and forming part of their households shall be immune from the criminal, civil and administrative jurisdiction of the receiving State.

2. Consular employees and members of their families residing with them and forming part of their households shall be immune from the criminal jurisdiction of the receiving State. They shall also be immune from the civil and administrative jurisdiction of the receiving State with respect to any act performed in their official capacity.

3. The provisions of paragraphs 1 and 2 of this Article shall not, however, apply to civil proceedings:

- (a) resulting from contracts that have not been concluded by the consular officer or consular employee on behalf of the sending State;
- (b) concerning succession, in respect of which the consular officer or consular employee is involved as an executor, administrator, heir or legatee as a private person and not on behalf of the sending State;
- (c) concerning liability for damages caused in the receiving State by means of transport;
- (d) concerning private immovable property on the territory of the receiving State, unless the consular officer or consular employee holds it on behalf of the sending State for the purposes of the consulate.

4. No measures of execution shall be taken against the persons mentioned in this Article, except in the cases under paragraph 3, (a), (b), (c) and (d), of this Article, and under the condition that these measures shall not infringe upon the inviolability of their person or residence.

Article 17

Waiver of Immunity

1. The sending State may waive the immunity from jurisdiction of members of a consulate, and of the members of their families residing with them and forming part of their households. Such waiver shall always be express and in writing. Waiver of immunity from jurisdiction with respect to civil proceedings shall not be held to imply waiver of immunity with respect to the execution of judgment, for which a separate waiver shall be necessary.

2. In the event a member of a consulate or a member of his family residing with him and forming part of his household initiates legal proceedings with respect to which he would enjoy immunity from jurisdiction under Article 16 of this Convention, he has no right to invoke immunity with regard to any counter-claim directly related to the principal claim.

Article 18

Exemption from Obligation to Give Witness Testimony

1. Members of a consulate may be requested to give evidence as witnesses in judicial or administrative proceedings. Consular employees are not entitled to decline to give evidence with the exception of the cases referred to in paragraph 3 of this Article. If a consular officer declines to give evidence, no coercive measure shall be taken against him.

2. The appropriate provisions of paragraph 1 of this Article pertaining to consular officers and consular employees shall also apply to members of their families residing with them as part of their households.

3. Members of a consulate are entitled to decline to give evidence as witnesses with regard to matters falling within the performance of their official functions or to produce any official document and official correspondence. They are also entitled to decline to give opinions as experts on the law of the sending State, as well as on its application and interpretation.

4. The authorities of the receiving State taking evidence from consular officers or from consular employees shall take all steps to avoid interference with the performance of their official functions. Where it is possible, the evidence may be given at the consulate or at the residence of the consular officer or consular employee, or it may be given in a written form.

Article 19

Exemption from Services and Duties

The receiving State shall exempt the members of a consulate and the members of their families living with them and forming part of their households, from any services of a compulsory nature, as well as from any public or military duties.

Article 20

Exemption from Registration

Members of a consulate and members of their families living with them and forming part of their households, shall be exempt from all obligations provided for in the law of the receiving State regarding registration, residence permits and other similar requirements applicable to aliens.

Article 21

Exemption of the Sending State from Dues and

Taxes on Real Property

1. No national, regional or local dues or taxes of any kind shall be imposed or collected in the receiving State in respect of

- (a) grounds, buildings or parts of buildings owned or leased by the sending State or by a natural or juridical person acting on behalf of that State and used exclusively for any of the purposes specified in Article 11 of this Convention;
- (b) transactions or documents relating to the acquisition of such immovable property.

2. The provisions of subparagraph 1 (a) of this Article shall not apply with regard to payments for specific services rendered.

3. The exemption accorded under paragraph 1 of this Article shall not apply to such dues and taxes, if under the law of the receiving State they are payable by a person contracting with the sending State or with a person acting on its behalf.

Article 22

Exemption of the Sending State from Dues and

Taxes on Movable Property

The sending State shall be exempt from all dues and taxes on movable property which it owns or possesses and is used for consular purposes, as well as from all dues and taxes in connection with the acquisition, possession or maintenance of such property.

Article 23

Exemption of Members of a Consulate

from Dues and Taxes

1. A member of a consulate and members of his family residing with him as part of his household shall be exempt from all dues and taxes imposed by the receiving State with respect to the salaries, wages, emoluments and allowances received from the sending State for the performance of official duties.

2. A member of a consulate, as well as members of his family residing with him as part of his household, shall be exempt from payment of all dues and taxes, whether national, regional or municipal, including dues and taxes on movable property belonging to them.

3. The exemption provided by paragraph 2 of this Article shall not apply with respect to:

- (a) indirect taxes normally included in the price of goods and services;
- (b) taxes and dues imposed on private immovable property located on the territory of the receiving State, unless an exemption is provided by Article 21 of this Convention;
- (c) estate and inheritance taxes and taxes on the transfer of property rights imposed by the receiving State, except as provided in Article 25 of this Convention;
- (d) dues and taxes on any kind of private income derived in the receiving State;
- (e) charges collected for rendering specific services;
- (f) dues and taxes on transactions or on documents related to transactions, including fees of any kind collected by reason of such transactions, except for taxes and charges exemption from which is provided by Article 21 of this Convention.

4. Members of a consulate who employ persons whose wages and salaries are not exempt from payment of income tax in the receiving State, shall observe the requirements under the law of the receiving State on employers' obligations for the collection of income taxes.

Article 24

Exemption from Customs Duties and Inspection

1. All articles, including motor vehicles, imported for the official use of a consulate shall, in conformity with the law of the receiving State, be exempt from customs duties and other dues and taxes of any kind imposed upon or by reason of importation to the same extent as if they were imported by the diplomatic mission of the sending State in the receiving State.

2. A consular officer and members of his family residing with him as part of his household shall be exempt from customs duties and charges imposed upon or by reason of importation of all articles designed for their personal use, including articles for the initial equipment of their households. A consular employee shall enjoy the exemptions provided for in this paragraph only in respect of articles imported by him on his first arrival at the consulate.

3. The articles designed for personal use shall not exceed the quantities required for the direct use by the persons concerned.

4. The personal baggage of consular officers and members of their families living with them as part of their households shall be exempt from customs inspection. They may be inspected only in cases when there are serious reasons to believe that they contain articles other than stated in paragraph 2 of this Article or articles the importation or exportation of which is prohibited by the law of the receiving State or which are subject to the law on quarantine. Such an inspection must be undertaken in the presence of the consular officer concerned or a member of his family or a person representing him.

Article 25

Exemption from Dues and Taxes on Movable Property

in Case of Death

If a member of a consulate or a member of his family residing with him as part of his household dies and leaves movable property in the receiving State, no estate, succession, or inheritance or other tax or charge on the transfer of property at death shall be imposed by the receiving State with respect to that property, provided that the deceased person was not a national or a permanent resident of the receiving State and that the presence of the property in that State was due solely to the presence of the deceased in his capacity as a member of a consulate or as a member of the family of such a member of a consulate.

Article 26

Immunity from Requisition

The consular premises, as well as the means of transport of the consulate, are not liable to any form of requisition. If for the needs of national defense or for other public needs expropriation is necessary, all possible measures must be taken to avoid hampering the execution of the consular functions and to promptly pay appropriate and effective compensation to the sending State.

Article 27

Freedom of Travel

To the extent not in conflict with the law of the receiving State concerning regions entry into which is prohibited or limited for reasons of national security, the receiving State shall ensure freedom of movement and travel on its territory for the members of the consulate and for members of their families residing with them and forming part of their households.

Article 28

Consular Fees

1. A consulate may levy consular fees in the territory of the receiving State in accordance with the law of the sending State.
2. The sums collected under the provisions of paragraph 1 of this Article shall be exempt from all dues and taxes in the receiving State.

Article 29

Exclusion from Rights, Facilities, Privileges

and Immunities

Members of a consulate and members of their families residing with them and forming part of their households, who are nationals of the receiving State or have their permanent residence there, shall not enjoy the rights, facilities, privileges and immunities provided for in this Convention, with the exception of those provided for under paragraph 3 of Article 18 of this Convention.

PART IV

CONSULAR FUNCTIONS

Article 30

Functions of a Consulate

The functions of a consulate shall include:

- (a) contributing to the development of economic, commercial, cultural, scientific and tourist relations between the sending and the receiving States;
- (b) protecting the rights and interests of the sending State and of its nationals and juridical persons;
- (c) rendering assistance and cooperation to nationals and juridical persons of the sending State;
- (d) promoting the development of friendly relations between the sending and the receiving States.

Article 31

Execution of Consular Functions

1. A consular officer shall be entitled to carry out the functions provided for by this Convention, as well as other consular functions entrusted to him by the sending State which are not prohibited by the law of the receiving State or to which the receiving State does not object.

2. A consular officer shall be entitled to execute his functions only within the limits of the consular district. A consular officer may execute his functions outside the limits of the consular district only with the advance consent of the receiving State given separately in each instance.

3. In executing his functions, a consular officer may approach verbally or in writing:

- (a) the competent local authorities in his consular district;
- (b) the competent central authorities of the receiving State, provided this is allowed by the law and customs of the receiving State.

Article 32

Representation Before the Authorities of the Receiving State

1. A consular officer shall be entitled, in accordance with the law of the receiving State, to represent before the courts and other authorities of the receiving State, nationals of the sending State, including juridical persons, or to take appropriate measures in order to ensure legal protection of their rights and interests in cases where because of absence or any other reason these nationals are not in a position to undertake timely defense of their rights and interests.

2. The representation referred to in paragraph 1 of this Article shall cease as soon as the represented person

appoints his own representative or himself assumes the defense of his rights and interests.

Article 33

Functions with Regard to Travel Documents

A consular officer shall be entitled:

- (a) to issue to nationals of the sending State passports or other similar documents, extend the validity of the same, cancel them, as well as make other amendments in them;
- (b) to issue visas or other documents to persons wishing to travel to the sending State.

Article 34

Functions Regarding Civil Status

1. A consular officer shall be entitled:
 - (a) to register nationals of the sending State;
 - (b) to accept any application related to nationality;
 - (c) to register and receive communications and documents related to births and deaths of nationals of the sending State;
 - (d) to solemnize a marriage, provided that both parties thereto are nationals of the sending State and provided also that the solemnization of such a marriage is not prohibited under the law of the receiving State;
 - (e) to accept applications concerning the marital status of nationals of the sending State.
2. The provisions of subparagraphs (c) and (d) of paragraph 1 of this Article do not exempt the persons concerned from the obligation to observe the formalities required by the law of the receiving State.

Article 35

Notarial Functions

1. A consular officer shall be entitled:
 - (a) to accept and certify declarations of nationals of the sending State, as well as to issue to them appropriate documents;
 - (b) to authenticate signatures of nationals of the sending State;
 - (c) to legalize all kinds of documentation issued by authorities of the sending or of the receiving State, as well as to

- authenticate copies and extracts of
these documents;
- (d) to translate documents and to certify
to the accuracy of the translations;
- (e) to draw up, certify, attest, authenticate,
legalize and take other actions which
might be necessary to validate any act
or document of a legal character, as
well as copies thereof, including
commercial documents, declarations,
registrations, testamentary dispositions,
and contracts, upon the application of a
national of the sending State, when such
document is intended for use outside the
territory of the receiving State, and also
for any person, when such document is
intended for use in the territory of the
sending State.

2. The acts and documents specified in subparagraph (e) of
paragraph 1 of this Article, certified or legalized by a consular
officer of the sending State, shall have in the receiving State the
same validity and effect as the documents certified or legalized by
the competent authorities of the receiving State, provided they have
been drawn and executed in conformity with the law of the country in
which they are designed to take effect. The authorities of the
receiving State, however, are obliged to recognize the validity of
the above-mentioned documents only to the extent that they do not
conflict with the law of the receiving State.

Article 36

Serving Judicial Documents

A consular officer shall be entitled to serve judicial and other documents on nationals of the sending State in accordance with existing international agreements or, in the absence of such agreements, to the extent permitted by the law of the receiving State.

Article 37Notification on the Establishment of Guardianship
or Trusteeship

1. The competent authorities of the receiving State shall notify the consulate in writing of instances in which it is necessary to establish a guardianship or trusteeship over a national of the sending State who is not of age or is not in a position to perform legal acts, or over property of a national of the sending State located in the receiving State when for whatever reason such property cannot be administered by the national of the sending State.

2. A consular officer may, on matters mentioned in paragraph 1 of this Article, contact the appropriate authorities of the receiving State, and, in particular, may propose appropriate persons to be appointed to act as guardians or trustees in accordance with the law of the receiving State.

Article 38

Communication with Nationals of the Sending State

1. A consular officer shall be entitled, in his consular district, to communicate with any national of the sending State, to render him assistance or give him advice and, when necessary, to assure him legal assistance. If a national of the sending State desires to visit the consular officer or to converse with him, the receiving State shall in no way restrict the access of such national to the consulate of the sending State or prevent the consular officer of the sending State from visiting such a national.

2. In any case in which a national of the sending State is subjected to any form of deprivation or limitation of his personal freedom, the competent authorities of the receiving State shall inform the consulate of the sending State immediately and, in any event, not later than after three calendar days from the date on which the national was placed under any form of deprivation or limitation of personal freedom. Upon his request, a consular officer shall be informed of the reasons for which the national has been arrested or deprived of personal freedom.

3. The competent authorities of the receiving State shall immediately inform the national of the sending State of the rights accorded to him by this Article to communicate with a consular officer.

4. A consular officer shall be entitled to receive from and send to a national of the sending State who is under any form of deprivation or limitation of his personal freedom letters or other forms of correspondence and to take appropriate measures to ensure him legal assistance and representation.

5. A consular officer shall be entitled to visit a national of the sending State who is under any form of deprivation or limitation of his personal freedom, including such national who is in prison or detained in the consular district pursuant to a judgment, to converse and to correspond with him in the language of the sending or the receiving State or to arrange legal representation for him. These visits shall take place as soon as possible, but, in any case, shall not be refused after the expiration of a period of four calendar days from the date on which such national has been subjected to any form of deprivation or limitation of personal freedom. The visits may be made on a recurring basis, but, subject to local prison regulations, at intervals of not more than one month.

6. In the case of a trial of a national of the sending State in the receiving State, the appropriate authorities shall, at the request of a consular officer, inform such officer of the charges against such national. A consular officer may attend the trial of such national as well as all subsequent appeal proceedings.

7. A national to whom the provisions of this Article apply may receive from a consular officer parcels containing food, clothes, medicaments and reading and writing materials to the extent the applicable regulations of the institution in which he is detained so permit.

8. The rights contained in this Article shall be exercised in accordance with the law of the receiving State, provided that such law must be applied so as to give full effect to the purposes for which these rights are intended.

Article 39

Notification on the Death of a National
of the Sending State

Whenever the competent authorities of the receiving State learn that a national of the sending State has died in the receiving State, they shall immediately notify the appropriate consular officer and, upon his request, send him a copy of the death certificate or other documentation confirming the death which has occurred.

Article 40

Functions with Regard to Estates

When the competent authorities of the receiving State learn that in the receiving State there is an estate:

(a) of a national of the sending State who has left no one in the receiving State authorized to administer his property or who has no representative in the receiving State, or

(b) of a deceased person, irrespective of nationality, with regard to whose property the consular officer shall be entitled to represent his interests under the provisions of Article 42 of this Convention,

then the above-mentioned authorities shall notify the appropriate consulate of the sending State of this fact.

Article 41

Conservation of Interests of Deceased National

1. When a deceased national of the sending State leaves property in the receiving State, the consular officer shall be entitled, with respect to the protection, conservation and administration of the estate, to approach the competent authorities of the receiving State with a view towards representing the interests of a national of the sending State, not a permanent resident of the receiving State, unless or until such national is otherwise represented. In this connection, he may request the competent authorities of the receiving State to permit him to be present at the inventorying and sealing and, in general, to take an interest in the proceedings.

2. To the extent permitted by the law of the receiving State, the consular officer may undertake appropriate actions personally or through an attorney in fact.

Article 42

Representation of Interests of Nationals in Estates

1. If a national of the sending State, not a permanent resident of the receiving State, has, or claims to have, a right to property left in the receiving State by a deceased person, irrespective of the latter's nationality, and if that national is not in the receiving State or does not have a representative there, the consular officer of the sending State shall be entitled to represent the interests of such national with respect to the estate, to the extent permitted by the law of the receiving State.

2. A consular officer of the sending State shall be entitled to receive for transmission to a national of the sending State who is not a permanent resident of the receiving State any money or other

property to which such national is entitled as a consequence of the death of another person, including shares in an estate, payments made pursuant to employees' compensation laws, pension and social benefits systems in general, and proceeds of insurance policies, unless the court, agency, or person making distribution directs that transmission be effected in a different manner. The court, agency, or person making distribution may require that a consular officer comply with conditions laid down with regard to:

- (a) presenting a power of attorney or other authorization from such national residing outside the receiving State;
- (b) furnishing reasonable evidence of the receipt of such money or other property by such national; and
- (c) returning the money or other property in the event he is unable to furnish such evidence.

3. Whenever a consular officer is permitted under the law of the receiving State to carry out the functions provided for in this Article, he shall be entitled to request of the competent authorities of the receiving State the same assistance which these authorities would extend to a national of the receiving State in the exercise of these functions under similar circumstances.

4. In connection with the performance by a consular officer of the functions provided for in this Article, the receiving State will take all appropriate measures to secure for nationals of the sending State the same opportunity for the protection of their interests in estates as that enjoyed by nationals of the receiving State.

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Article 43**Provisional Custody of Decedent's Money and Effects**

If a national of the sending State who is temporarily present in the receiving State, in which he does not maintain permanent residence, dies, the consular officer shall be entitled without delay to take provisional custody of the money and effects in such person's possession, provided that the deceased person shall not have left in the receiving State an heir or testamentary executor appointed by the decedent to take care of his personal estate and provided that such provisional custody will be relinquished to a duly appointed administrator or other authorized person.

Article 44**Compliance with Receiving State Law in Estates Matters**

In exercising the rights provided by Articles 40 to 43 inclusive of this Convention, the consular officer must comply with the law of the receiving State in the same manner and to the same extent as a national of the receiving State and, irrespective of the provisions of Article 16 of this Convention, shall be subject in this respect to the civil jurisdiction of the receiving State. Further, nothing in these Articles shall authorize a consular officer to act as an attorney at law.

Article 45**Rendering Assistance to Vessels**

1. A consular officer shall be entitled to provide any type of assistance to the vessels of the sending State which are in the ports or other anchorages of the receiving State.

2. A consular officer may board the vessels of the sending State as soon as pratique is granted. On such occasions, he may be accompanied by members of the consulate.

3. The master and members of the crew may communicate with and meet the consular officer, observing the law of the port and the law relating to crossing the border.

4. The consular officer may request the cooperation of the authorities of the receiving State in carrying out his functions with regard to vessels of the sending State and with regard to the master and members of the crew.

Article 46

Rendering Assistance to Master and Crew

1. Without prejudice to the rights of the authorities of the receiving State, the consular officer shall be entitled

- (a) to investigate any incident aboard a vessel of the sending State while underway, to question the master and any member of the crew, to inspect the vessel's papers, to receive information in connection with the voyage and destination of the vessel and also to facilitate the entry, stay and departure of a vessel of the sending State;
- (b) to take steps connected with the signing on and discharging of the master and of a crew member;
- (c) to settle disputes between the master and a crew member, including disputes concerning wages and employment contracts, insofar as this action is authorized by the law of the sending State and does not conflict with the law of the receiving State;
- (d) to take measures for the maintenance of good order and discipline aboard the vessel;

- (e) to take steps for hospitalization or repatriation of the master or a member of the crew of the vessel;
 - (f) to receive, draw up or certify any declaration or other document provided for by the law of the sending State in regard to the vessel;
 - (g) to undertake other steps to apply the law of the sending State concerning merchant shipping.
2. The consular officer may, if permitted by the law of the receiving State, appear together with the master or a crew member before the courts or other authorities of the receiving State in order to render them any assistance, as well as to appear in the capacity of an interpreter, in actions before such courts and authorities.

Article 47

Protection of Interests in Case of Investigations

- 1. When the courts or other competent authorities of the receiving State intend to take compulsory actions or to start an official investigation aboard a vessel of the sending State which is in the territorial waters of the receiving State, those authorities must notify the appropriate consular officer. Unless an emergency makes this notification impossible, it shall be given before initiation of the actions involved, so that the consular officer might be present when the actions are carried out. If the consular officer or his representative has not been present during these actions, the competent authorities of the receiving State shall, upon his request, provide him with a full account of the actions taken.
- 2. The provisions of paragraph 1 of this Article shall also apply in cases in which it is necessary for the competent authorities of the port area to question the master or a member of the crew on shore.

3. Except at the request of the ship's master or the consular officer, the judicial or other competent authorities of the receiving State shall not interfere in the internal affairs of the ship on questions of relations between the members of the crew, labor relations, discipline and other activities of an internal character, when the peace, safety and law of the receiving State are not violated.

4. The provisions of paragraphs 1 and 2 of this Article shall not be applied, however, to ordinary customs, passport and sanitary controls, or to the saving of human life at sea, prevention of pollution of the sea, or to other activities undertaken at the request of, or with the consent of, the master of the ship.

Article 48

Assistance to Damaged Vessels

1. If a vessel of the sending State is wrecked, grounded, or suffers any other damage in the internal or territorial waters of the receiving State, the competent authorities of the receiving State shall inform the consulate as soon as possible and inform it of the measures taken for saving the passengers, the vessel, its crew and cargo.

2. The consular officer may give any assistance to the vessel, the members of the crew and the passengers, as well as take measures for safeguarding the cargo and repairing the vessel. He may also ask the authorities of the receiving State to undertake such measures.

3. If the owner of the vessel, the master or other authorized person is not in a position to undertake the necessary measures for safeguarding the vessel and its cargo, the consular officer, on behalf of the owner, may undertake those measures which the owner himself would undertake in such a case. The provisions of this paragraph shall also apply to every object belonging to a national of the sending State and representing a part of the cargo of a vessel,

whether of the sending State or of a third State, which has been found on or near the shore, or has been brought to a port of the receiving State.

4. A vessel which has suffered a misfortune and its cargo and provisions shall not be subject to customs duties on the territory of the receiving State unless delivered for use in that State.

Article 49

Functions with Regard to Aircraft

The provisions of Articles 45 to 48 inclusive of the present Convention shall also apply to civil aircraft to the extent they are applicable and on the condition that such application is not contrary to the provisions of any agreement in force between the two countries.

PART V

GENERAL AND CONCLUDING PROVISIONS

Article 50

Observing the Law of the Receiving State

1. All persons enjoying privileges and immunities under this Convention are obliged, without prejudice to these privileges and immunities, to observe the law and customs of the receiving State.

2. The consular premises may not be used for purposes inconsistent with the exercise of consular functions.

Article 51

Performance of Consular Functions by a
Diplomatic Mission

1. The provisions of this Convention shall also apply in the case of consular functions being performed by a diplomatic mission.

2. The names of the members of the diplomatic mission entrusted with the performance of consular functions shall be communicated to the receiving State.

3. The members of the diplomatic mission referred to in paragraph 2 of this Article shall continue to enjoy the privileges and immunities granted them by virtue of their diplomatic status.

Article 52

Entry into Force and Renunciation

1. The present Convention shall be subject to ratification and shall enter into force after the expiration of thirty days following the date of the exchange of instruments of ratification which shall take place at Washington.

2. The present Convention shall remain in force until the expiration of six months from the date on which one of the Contracting Parties gives to the other Contracting Party written notification of its intention to terminate the Convention.

IN WITNESS WHEREOF, the respective plenipotentiaries of the Contracting Parties have signed the present Convention and affixed thereto their seals.

Done at Sofia on this ~~15~~¹⁴ day of April, 1974, in two originals in the English and Bulgarian languages, both texts having the same force.

For the United States of America



[¹]

For the People's Republic
of Bulgaria



[²]

¹ Martin F. Herz

² Andon Traykov

AGREED MEMORANDUM

During the negotiations of the Consular Convention signed today between the United States of America and the People's Republic of Bulgaria, it was agreed by both sides that the terms "law" and "Zakonodatelstvo" would be employed in the appropriate provisions of the Convention and would be regarded as equivalent expressions for the purposes of the Convention. In this connection, the following explanations were given by the respective Chairmen of the United States and Bulgarian delegations concerning the meanings of the above-mentioned terms:

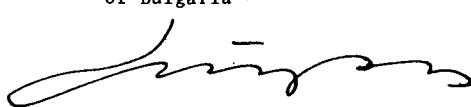
The Chairman of the United States delegation explained that the term "law", as employed in the present Convention, includes all relevant national, state and local laws, ordinances, regulations, resolutions and other similar provisions having the force and effect of law, including decisions and determinations of courts and other judicial and administrative agencies.

The Chairman of the Bulgarian People's Republic delegation explained that the term "Zakonodatelstvo", as employed in the present Convention, includes all laws, normative orders, codes, regulations and other normative acts which have legal force.

Done at Sofia this 15th day of April, 1974.

For the United States of America

For the People's Republic
of Bulgaria



КОНСУЛСКА КОНВЕНЦИЯ

МЕЖДУ СЪЕДИНЕННИТЕ АМЕРИКАНСКИ ЩАТИ И НАРОДНА
РЕПУБЛИКА БЪЛГАРИЯ

Съединените американски щати и Народна република България,

Ръководени от желанието да регулират и развиват консулските отношения между двете страни и по този начин да улеснят защитата на техните национални интереси и интересите и правата на своите граждани,

Решиха да сключат настоящата Консулска конвенция и за тази цел назначиха за свои пълномощници:

За Съединените американски щати

Мартин Ф. Хърц – посланик на Съединените американски щати

За Народна република Еългария

Андон Трайков – първи заместник-министр на външните работи

които, след като размениха пълномощията си намерени в добра и надлежна форма се споразумяха за следното:

ОПРЕДЕЛЕНИЯ**Член 1**

За целите на настоящата Конвенция посочените по-долу термини имат следното значение:

- а/ "консулство" означава генерално консулство, консулство, вицеконсулство или консулско агентство;
- б/ "консулски окръг" означава територията, определена на консулството за изпълнение на консулските функции;
- в/ "шеф на консулството" означава лицето, на което е възложено от изпращащата страна да действува в това качество;
- г/ "консулско длъжностно лице" означава всяко лице, включително шефа на консулството, на което е възложено от изпращащата страна изпълняването на консулски функции;
- д/ "сътрудник на консулството" означава всяко лице, което изпълнява административни, технически или други задачи в консулството;
- е/ "член на консулството" означава всяко консулско длъжностно лице или сътрудник на консулството;
- ж/ "консулско помещение" означава сгради или части от сгради, както и терените, принадлежащи към тях, които се използват изключително за консулски цели независимо от собствеността;
- з/ "консулски архиви" означава цялата служебна

кореспонденция, документи, писма, книги, филми, магнитофонни ленти, регистри, код и шифър, канцеларски средства, както и картотеки и други мебели, предназначени за тяхното съхраняване;

и/ "кораб на изпращащата страна" означава всеки плавателен съд, плаващ под знамето на изпращащата страна, освен военните кораби.

ГЛАВА II

ОТКРИВАНЕ НА КОНСУЛСТВА И НАЗНАЧАВАНЕ НА КОНСУЛСКИ ДЛЪЖНОСТНИ ЛИЦА И СЪТРУДНИЦИ НА КОНСУЛСТВОТО

Член 2

Откриване на консулства

1. Консулство може да бъде открыто на територията на приемащата страна само със съгласието на тази страна.
2. Седалището на консулството, рангът му и консулският окръг се определят по споразумение между изпращащата и приемащата страна.

Член 3

Назначаване шеф на консулството

1. Преди назначаването на шефа на консулството изпращащата страна трябва да се убеди по дипломатически път, че приемащата страна ще признае съответното лице за шеф на консулството.

2. Изпращащата страна по дипломатически път изпраща на приемашата страна консулски патент или друг подобен документ за назначаване шеф на консулството. В патента или другия подобен документ се посочват името на шефа на консулството, неговия ранг, консулския окръг, в който той ще изпълнява своите функции и седалището на консулството.

3. След представянето на консулския патент или друг подобен документ за назначаването шеф на консулството, приемашата страна му издава във възможно най-кратък срок от време екзекватура или друго разрешение.

4. Шефът на консулството може да пристъпи към изпълнение на консулски функции след като приемашата страна му издаде екзекватура или друго разрешение.

5. Приемашата страна до издаването на екзекватурата или друго разрешение може да даде на шефа на консулството временно съгласие за изпълнение на консулски функции.

6. От момента на даването на съгласието, даже и временно, компетентните органи на приемашата страна вземат всички необходими мерки, за да може шефът на консулството да изпълнява своите функции и да се ползва от правата, улесненията, привилегиите и имунитетите дадени му по силата на настоящата Конвенция и от законодателството на приемашата страна.

Член 4

Временно изпълнение функциите на шеф на консулството

1. Ако шефът на консулството, поради някаква причина не е в състояние да изпълнява функциите си или, ако

дължността шеф на консулството е вакантна, изпращащата страна може да възложи на консулско дължностно лице от това или от друго консулство в приемащата страна или на член от дипломатическия персонал на дипломатическото представителство в приемащата страна временно да изпълнява функциите шеф на консулството. Името на това лице предварително се нотифицира на приемащата страна.

2. Лицето, на което е възложено временно да изпълнява функции шеф на консулството, се ползува с правата, улесненията, привилегиите и имунитетите, както шефа на консулството, предвидени от Конвенцията.

3. Възлагането на консулски функции на член от дипломатическия персонал на дипломатическото представителство на изпращащата страна съгласно точка 1 на този член не ограничава привилегиите и имунитетите, които му са предоставени по силата на неговия дипломатически статут при спазване разпоредбите на чл. 44 на тази Конвенция.

Член 5

Уведомяване за назначаване на консулски дължностни лица и сътрудници на консулството

1. Изпращащата страна съобщава на приемащата страна предварително писмено пълното име, функции и клас на всяко консулско дължностно лице.

2. Изпращащата страна съобщава също на приемащата страна писмено за:

а/ назначаването на членовете на консулството,
тяхното пристигане след назначаването им, окончателното им
земинаване или прекратяването на техните функции, както и

всички други промени, оказващи влияние върху тяхното положение, които могат да възникнат по време на работата им в консулството;

б/ пристигането и окончателното заминаване на член от семейството на член на консулството, който живее с него като част от неговото домакинство и за случаите, когато дадено лице става или престава да бъде член на семейството;

в/ приемане на работа и освобождаване на лице което е гражданин или постоянно живущ в приемашата страна, като член на консулството.

Член 6

Издаване на документ за самоличност

Приемашата страна издава на всяко консулско длъжностно лице съответен документ удостоверяващ правата му да изпълнява консулски функции в територията на приемашата страна.

Член 7

Гражданство на консулското длъжностно лице

Консулско длъжностно лице трябва да бъде гражданин на изпращащата страна и не може да бъде гражданин или постоянно живущ в приемашата страна.

Член 8

Обявяване шеф на консулството или друг член на консулството за нежелателни

Приемашата страна може по всяко време и без да е

дължна да мотивира решението си, да уведоми изпращащата страна, че шефът на консулството или друго консулско дължностно лице е '*persona non grat*' или че друг член на консулството е неприемлив. В такъв случай изпращащата страна е длъжна да отзове такова лице или прекрати функциите му в консулството. Ако изпращащата страна не изпълни в течение на разумен срок това свое задължение, приемащата страна може да откаже да признава такова лице за член на консулството.**

ГЛАВА III

ПРАВА, УЛЕСНЕНИЯ, ПРИВИЛЕГИИ И ИМУНИТЕТИ

Член 9

Улеснения относно дейността на консулството

Приемащата страна осигурява съответните условия за нормалната дейност на консулството и взема всички необходими мерки, за да могат членовете на консулството да изпълняват функциите си и да се ползват от правата, улесненията, привилегиите и имунитетите предвидени от настоящата Конвенция и законодателството на приемащата страна.

Член 10

Използване на държавното знаме и герба

1. Гербът на изпращащата страна, заедно с наименование на консулството на езика на изпращащата и на приемащата страна може да бъде поставен на консулските помещения.

2. Държавното знаме на изпращащата страна може да бъде издигнато на консулските помещения и на резиденцията на шефа на консулството.

3. Флагът на изпращащата страна може да се поставя на служебните превозни средства на шефа на консулството.

4. При упражняването на правото предвидено в този член се спазва законодателството и общая на приемаща страна.

Член 11

Придобиване на консулски помещения и жилища

1. Изпращащата страна има право, на територията на приемаща страна и съгласно законодателството на приемаща страна, да придобива в собственост, притежава или наема за какъвто и да е период от време, да строи и благоустроюва или да заема и държи по друг начин терени, сгради и допълнения към тях, необходими и подходящи за консулски цели, включително и жилище за консулските длъжностни лица и сътрудниците на консулството, които не са гръждани или постоянно живуши в приемаща страна.

2. Приемаща страна оказва на изпращащата страна всяка възможна помощ с оглед улесняване придобиването на терени, сгради или части от сгради за целите споменати в точка 1 на този член.

3. Разпоредбите на точка 1 на този член не освобождават изпращащата страна от задължението да съблюдава законодателството на приемаща страна относно се до строителството и градоустройството, прилагано в района, където се намират съответните терени, сгради или части от сгради.

Член 12**Неприкосновеност на консулските помещения
и на резиденцията на шефъ на консулството**

1. Консулските помещения са неприкосновни. Органите на приемащата страна не могат да влизат в консулските помещения без съгласието на шефъ на консулството, на шефъ на дипломатическото представителство на изпращащата страна или на лице, посочено от един от тях. Приемащата страна взема необходимите мерки, за да осигури закрилата на консулските помещения.

2. Предвиденото в точка 1 на този член се прилага и за резиденцията на шефъ на консулството.

Член 13**Неприкосновеност на консулските
архиви**

Консулските архиви са неприкосновени по всяко време и независимо от мястото където се намират.

Член 14**Свобода на съобщенията**

1. Консулството има право да се свързва със своето правителство, с дипломатическите представителства и други консулства на изпращащата страна, където и да се намират. За тази цел консулството може да ползва всички обикновени средства за връзка, шифър, дипломатически или консулски куриери, дипломатически или консулски куфари. При използването на обществените средства за съобщения към консулството

се прилагат същите тарифи и условия, които се прилагат към дипломатическото представителство. Консулството може да инсталира и използува радиопредавател само със съгласието на приемащата страна.

2. Служебната кореспонденция на консулството, независимо от използваните средства за съобщение, както и запечатаните консулски торби, чуvalи и други контейнери, при условие че носят видими външни белези за тяхния официален характер, са неприкосновени. Те не могат да съдържат нищо друго освен служебна кореспонденция или вещи предназначени изключително за служебно ползване.

3. Служебната кореспонденция на консулството, включително консулските торби, чуvalи или други контейнери, описани в точка 2 на този член, не могат нито да се отварят, нито задържат. Въпреки това, ако компетентните органи на приемащата страна имат сериозни основания да смятат, че такава торба, чуval или друг контейнер съдържат други предмети освен служебната кореспонденция или документи и вещи предназначени изключително за служебно ползване, те могат да поискат тази торба, чуval или друг контейнер да се върне до мястото на неговото изпращане.

4. Консулските куриери на изпращащата страна се ползват на територията на приемащата страна със същите права, привилегии и имунитети, с каквито се ползват дипломатическите куриери.

5. Капитанът на кораб или командир на самолет от гръжденската авиация на изпращащата страна може също да бъде натоварен с пренасянето на консулска поща. Капитанът или командирът трябва да бъдат снабдени с официален документ посочващ броя на контейнерите образуващи консулската поща,

които са му поверени; той обаче не може да се счита за консулски куриер. Чрез уговорка със съответните органи на приемащата страна консулството може да изпрати член на консулството да приеме консулската поща директно и свободно от капитана на кораба или командира на самолета или да му предаде такава поща.

Член 15

Уважение на личността на членовете на консулството и членовете на техните семейства

Приемащата страна е длъжна да се отнася с дължимото уважение към членовете на консулството и членовете на техните семейства живущи с тях като част от тяхните домакинства, и да взема всички съответни мерки за предотвратяване на каквото и да било поsegателства върху тяхната личност, свобода или достойнство.

Член 16

Имунитет на членовете на консулството от юрисдикция на приемащата страна

1. Консулските длъжностни лица и членовете на техните семейства живущи с тях като част от тяхните домакинства се ползват с имунитет от наказателната, гражданска и административна юрисдикция на приемащата страна.

2. Сътрудниците на консулството и членовете на техните семейства живущи с тях като част от тяхните домакинства се ползват с имунитет от наказателната юрисдикция на приемащата

страна. Те също така не подлежат на гражданска и административна юрисдикция на приемаща страна по отношение на всяко действие извършено в качеството им на служебни лица.

3. Разпоредбите на точки 1 и 2 на този член не се отнасят обаче до граждански съдопроизводства:

а/ произтичащи от договори, които не са били сключени от консулското длъжностно лице или сътрудник на консулството, от името на изпращащата страна;

б/ относно наследство, по отношение на което консулското длъжностно лице или сътрудник на консулството действува като изпълнител, администратор, наследник или заветник, като частно лице, а не от името на изпращащата страна;

в/ относно отговорност за щети, причинени в приемаща страна от транспортни средства;

г/ относно частно недвижимо имущество на територията на приемаща страна освен, ако консулското длъжностно лице или сътрудник на консулството го притежава от името на изпращащата страна за целите на консулството.

4. Никакви изпълнителни мерки не могат да се вземат по отношение на лицата упоменати в този член, освен случаите които попадат в т. 3, букви "а", "б", "в" и "г" на този член и при условие, че тези мерки не нарушават неприкоснovenостта на тяхната личност или жилищно помещение.

Член 17

Отказ от имунитет

1. Изпращащата страна може да се откаже от имунитета от юрисдикцията на членовете на консулството и членовете на

техните семейства, живеещи заедно с тях като част от техните домакинства. Такъв отказ трябва винаги да бъде ясно изразен в писмена форма. Отказът от имунитет от юрисдикцията по граждански дела не означава отказ от имунитет по отношение на изпълнението на решение, за което се изисква отделен отказ.

2. Ако член на консулството или член на неговото семейство, живущ заедно с него като част от неговото домакинство предяви иск по дело, по което той би се ползвал с имунитет от юрисдикция в съответствие с чл. 16 на настоящата Конвенция, той няма право да се позовава на имунитет по отношение на всякакъв насрещен иск, непосредствено свързан с основния иск.

Член 18

Освобождаване от задължението за даване на свидетелски показания

1. Членове на консулството могат да бъдат помолени да дадат свидетелски показания по съдебни или административни производства. Ако консулското длъжностно лице откаже да даде показания, никакви принудителни мерки не могат да бъдат взети срещу него. Сътрудниците на консулството нямат право да откажат да дадат показания с изключение на случаите, описани в точка 3 на този член.

2. Съответните разпоредби на точка 1 на този член относно консулските длъжностни лица и сътрудниците на консулството се прилагат също и по отношение на членовете на тяхните семейства живущи с тях и съставляващи част от тяхното домакинство.

3. Членовете на консулството имат право да откажат да дадат свидетелски показания по отношение на въпроси, отнасящи се до изпълнение на техните служебни функции или да представят официални документи или служебна кореспонденция. Те също така могат да откажат да дадат заключения като експерти по законодателството на изпращащата страна както и по отношение прилагането и тълкуването.

4. Органите на приемаща страна, които вземат показания от консулските длъжностни лица или от сътрудниците на консулството вземат всички мерки, за да не се попречи на изпълнението на тяхните служебни функции. Където това е възможно показанията могат да бъдат дадени в консулството или в жилището на консулското длъжностно лице или на сътрудник на консулството, или могат да бъдат дадени в писмена форма.

Член 19

Освобождаване от повинности

Приемаща страна освобождава членовете на консулството и членовете на техните семейства, живуши заедно с тях и съставляващи част от тяхното домакинство от всякакви принудителни повинности а също така и от всякакви обществени или военни задължения.

Член 20

Освобождаване от регистрация

Членовете на консулството и членовете на техните семейства, живуши заедно с тях и съставляващи част от техните домакинства се освобождават от всякакви задължения

предвидени в законодателството на приемащата страна относно регистрирането, разрешения за пребиваване и други подобни изисквания, които се отнасят до чужденците.

Член 21

Освобождаване изпращащата страна от
данъци и такси върху недвижимо имущество

1. Никакви държавни, регионални или местни данъци и такси от какъвто и да е вид не се налагат или събират в приемащата страна по отношение на:

а/ земя, сгради и части от сгради, притежавани или наети от изпращащата страна или от физическо или юридическо лице, действуващо от името на тази страна и използвани изключително за която и да е от целите посочени в член 11 на тази Конвенция;

б/ сделки или документи отнасящи се до придобиване на недвижимо имущество.

2. Разпоредбите на точка 1 буква "а" на този член не се отнасят до заплащането на конкретни видове услуги.

3. Освобождаването дадено съгласно точка 1 на този член не се отнася до такива данъци и такси, ако съгласно законодателството на приемащата страна те са платими от лице договарящо се с изпращащата страна или с лице действуващо от нейно име.

Член 22

Освобождаване на изпращащата страна от
данъци и такси върху движимо имущество

Изпращащата страна се освобождава от всички данъци

и такси върху движимото имущество, което е собственост или владение на тази страна и се ползва за консулски цели, както и от данъци и такси във връзка с придобиването, притежаването или поддържането на такова имущество.

Член 23

Освобождаване членовете на консулството от данъци и такси

1. Член на консулството и членовете на неговото семейство, живущи с него като част от неговото домакинство се освобождават от всякакви данъци и такси събиращи от приемащата страна по отношение на заплати, възнаграждения и надбавки, които получават от изпращащата страна във връзка с изпълнението на служебни функции.

2. Член на консулството, както и членовете на неговото семейство, живущи заедно с него като част от неговото домакинство, се освобождават от плащането на всякакви данъци и такси, държавни, регионални и местни, включително данъци и такси върху принадлежащото им движимо имущество.

3. Освобождаването предвидено в точка 2 на този член не се прилага по отношение на:

а/ косвени данъци, нормално включени в цената на стоките и услугите;

б/ данъци и такси налагани върху личното недвижимо имущество, намиращо се на територията на приемащата страна, освен ако за него се предвижда освобождаване съгласно член 21 на тази Конвенция;

в/ данъци върху имущества и наследства и данъци за прехвърляне на имуществени права налагани от приемащата

страна, освен предвиденото в член 25 на тази Конвенция;

г/ данъци и такси от какъвто и да е вид върху частен доход, придобит в приемащата страна;

д/ такси, събиранi за оказване на конкретен вид услуги;

е/ данъци и такси върху сделки или върху документи, отнасящи се за сделки, включително и такси от всякакъв вид, събиранi във връзка с такива сделки, с изключение на данъците и таксите, за които се предвижда освобождаване съгласно член 21 на тази Конвенция.

4. Членовете на консулството, които са наели на работа лица, чиито заплати и възнаграждения не са освободени от данък върху дохода в приемащата страна, трябва да изпълняват задълженията установени от законодателството на приемащата страна за задълженията на работодателите отнасящи се до събирането на данък върху доходи.

Член 24

Освобождаване от митни сборове и проверка

1. Всички предмети, включително моторни превозни средства, внесени за служебно ползване на консулството съгласно правните разпоредби на приемащата страна се освобождават от митни сборове и други данъци или такси от какъвто и да е вид налагани върху или пореди внос до такъв размер, както ако същите бяха внесени от дипломатическиото представителство на изпращащата страна в приемащата страна.

2. Консулското длъжностно лице и членовете на неговото семейство, живуши с него като част от неговото домакинство, се освобождават от митни сборове и такси, налагани върху или поради вноса на всички предмети, предназначени за тяхно лично ползване, включително и предмети за първоначалното обзавеждане на тяхните домакинства. Сътрудник на консулството се ползва от освобождаванията предвидени в тази точка само по отношение на предмети, внесени от него при първото му пристигане в консулството.

3. Предметите, предназначени за лично ползване, не трябва да превишават количествата, необходими за непосредствените нужди на лицата.

4. Личният багаж на консулските длъжностни лица и членовете на техните семейства, живуши с тях като част от техните домакинства, не подлежат на митническа проверка. Те могат да бъдат проверени само в случаите, когато има сериозни основания да се мисли, че съдържат предмети, освен упоменатите в точка 2 на този член или предмети вноса и износа на които е забранен от законодателството на приемащата страна или които подлежат на режима на карантина - Такава проверка трябва да се извърши в присъствието на въпросното консулско длъжностно лице или на член от неговото семейство, или на лице, което ги представлява.

Член 25

Освобождаване от данъци и такси на движимо имущество в случаи на смърт

Ако член на консулството или член на неговото семейство, живущ с него като част от неговото семейство, почине и остави движимо имущество в приемащата страна,

никакви данъци за прехвърляне, наследяване или други данъци или такси върху прехвърлянето на имущество вследствие смърт не се налагат от приемащата страна по отношение на това имущество, при условие, че починалото лице не е гражданин или постоянно живущ в приемащата страна и, че присъствието на имуществото в тази страна се дължи изключително на присъствието на покойния в качеството му на член на консулството или член на семейството на такъв член на консулството.

Член 26

Имунитет от реквизиция

Консулските помещения, както и превозните средства на консулството, не подлежат на никаква форма на реквизиция. Ако за нуждите на народната отбрана, или за други обществени нужди е необходимо отчуждаване, трябва да бъдат взети всички възможни мерки, за да се избегне затруднение в изпълнението на консулските функции и за незабавно изплащане на изпращащата страна съответно и ефективно обезщетение.

Член 27

Свобода на пътуване

Доколкото това не противоречи на законодателството на приемащата страна за районите, влизането в които е забранено или ограничено по съображения на национална сигурност, на членовете на консулството и членовете на техните семейства, които живеят заедно с тях като част от тяхното домакинство, приемащата страна осигурява свобода на движение и пътувания на своята територия.

Член 28**Консулски такси**

1. Консулството може да събира консулски такси на територията на приемащата страна в съгласие със законодателството на изпращащата страна.

2. Събираните суми съгласно точка 1 на този член се освобождават в приемащата страна от всякакви данъци и такси.

Член 29**Изключение от права, улеснения,
привилегии и имунитети**

Членовете на консулството и членовете на тяхните семейства, живущи заедно с тях като част от тяхното домакинство, които са граждани на приемащата страна или живеят постоянно в нея, не се ползват от правата, улесненията, привилегиите и имунитетите, предвидени в настоящата Конвенция с изключение на тези предвидени съгласно точка 3 на член 18 на тази Конвенция.

ГЛАВА IV**КОНСУЛСКИ ФУНКЦИИ****Член 30****Функции на консулството**

Функциите на консулството включват:

a/ да съдействува за развитието на икономическите, търговски, културни, научни и туристически отношения между изпращащата страна и приемащата страна;

б/ да защища правата и интересите на изпращащата страна, на нейните граждани и юридически лица;

в/ да оказва помощ и съдействие на граждани и юридически лица на изпращащата страна;

г/ да подпомага развитието на дружеските отношения между изпращащата страна и приемащата страна.

Член 31

Изпълнение на консулски функции

1. Консулското длъжностно лице има право да изпълнява предвидените в тази Конвенция функции, както и други консулски функции, възложени му от изпращащата страна, които не са забранени от законодателството на приемащата страна или за които приемащата страна не възразява.

2. Консулското длъжностно лице има право да изпълнява своите функции само в границите на консулския окръг. “Звън границите на консулския окръг консулското длъжностно лице може да изпълнява функциите си само с предварителното съгласие на приемащата страна, дадено за всеки случаи поотделно.

3. При изпълнението на своите функции консулското длъжностно лице може да се обръща писмено или устно към:

а/ компетентните местни органи на своя консулски окръг;

б/ компетентните централни органи на приемащата страна, ако за това позволява законодателството и общия на приемащата страна.

Член 32**Представляване пред органите
на приемащата страна**

1. Консулското длъжностно лице има право, съгласно законодателството на приемащата страна да представлява пред съдилищата и другите органи на приемащата страна граждани на изпращащата страна, включително и юридически лица или да предприема съответни мерки, за да осигури правна помощ на техните права и интереси при случай, когато поради отсъствие, или поради каквато и да е друга причина тези граждани не са в състояние да поемат своевременно защитата на своите права и интереси.

2. Представителството, за което става дума в точка 1 на този член се прекратява от момента, когато представяваното лице назначи слой пълномощник или само осигури защитата на своите права и интереси.

Член 33**Функции относно документи
за пътуване**

Консулското длъжностно лице има право:

1. Да издава на гражданите на изпращащата страна паспорти или други подобни документи, да продължава валидността им, да ги анулира, а също така да извършва други промени в тях;

2. Да издава визи или други документи на лицата, които желаят да пътуват за изпращащата страна.

Член 34

Функции относно гражданското
състояние

1. Консулското длъжностно лице има право:

- а/ да води на отчет гражданите на изпращащата страна;
- б/ да приема всякакви молби относящи се до гражданството;
- в/ да регистрира и да получава съобщения и документи за раждания и смърт на граждани на изпращащата страна;
- г/ да сключва брак при условие, че и двете лица са граждани на изпращащата страна и ако сключването на такъв брак не е забранено от законодателството на приемаща страна;
- д/ да приема заявлениия относящи се до семейните отношения на гражданите на изпращащата страна.

2. Разпоредбите на букви "в" и "г" на точка 1 на този член не освобождават заинтересованите лица от задълженията да спазват формалностите, изисквани от законодателството на приемаща страна.

Член 35

Нотариални функции

1. Консулското длъжностно лице има право:

- а/ да приема и заверява декларации на граждани на изпращащата страна, както и да им издава съответни документи;
- б/ да заверява подписи на граждани на изпращащата страна;

в/ да легализира всякакви документи, издадени от органи на изпращащата или приемащата страна, както и да извършва преписи и извлечения от тези документи;

г/ да превежда документи и да заверява върността на преводите;

д/ да състави, удостоверява, заверява, легализира и извършва всякакви действия, които може да са необходими, за да се направи валиден всеки акт или документ от правен характер, както и преписи от такива, включително търговски документи, декларации, регистрации, завещателни разпореждания и договори, по молба на гражданин на изпращащата страна, когато тъкъв документ е предназначен за ползване вън от територията на приемащата страна и също за всяко лице, когато тъкъв документ е предназначен за ползване на територията на изпращащата страна.

2. Актовете и документите, упоменати в точка 1, буква "д" на този член, заверени или легализирани от консулското длъжностно лице на изпращащата страна имат в приемащата страна същата валидност и доказателствена сила, както документите заверени или легализирани от компетентните органи на приемащата страна ако те са изгответи съгласно законите на страната, за която са предназначени да се ползват. Органите на приемащата страна, обаче, са длъжни да признават валидността на споменатите документи, само дотолкова доколкото те не противоречат на законите на приемащата страна.

Член 36

Връчване на съдебни документи

Консулското длъжностно лице има право да връчва на гражданите на изпращащата страна съдебни и други документи, съгласно действуващите международни споразумения, или при

липса на такива споразумения, доколкото законодателството на приемащата страна разрешава.

Член 37

Уведомяване при учредяване на настойничество или попечителство

1. Компетентните органи на приемащата страна уведомяват писмено консулството за случаите, когато се налага да се учреди настойничество или попечителство върху гражданин на изпращащата страна, който не е пълнолетен или не е в състояние да извършва правни действия, или върху имущество на гражданин на изпращащата страна, намиращо се в приемащата страна, което имущество гражданинът на изпращащата страна не е в състояние да управлява, поради каквито и да било причини.

2. Консулското длъжностно лице може по въпросите, за които става дума в точка 1 на този член да влиза във връзка със съответните органи на приемащата страна и по-специално, да предлага съответно лице да бъде назначено да действува като настойник или попечител, съгласно законодателството на приемащата страна.

Член 38

Свързване с граждани на изпращащата страна

1. Консулското длъжностно лице има право в своя консулски окръг да се свързва с всеки гражданин на изпращащата страна, да му оказва помощ или да му дава съвети и когато е необходимо, да му осигури правна помощ. Ако гражданин на изпращащата страна желае да посети консулското длъжностно лице

или да разговаря с него, приемащата страна няма в никаква форма да ограничава достъпа на такъв гражданин до консулството на изпращащата страна, или да се противопоставя консулското длъжностно лице на изпращащата страна да посети такъв гражданин.

2. При всички случаи, когато гражданин на изпращащата страна е поставен под каквато и да е форма на лишаване или ограничаване на личната му свобода, компетентните органи на приемащата страна уведомяват консулството на изпращащата страна незабавно и във всеки случай не по-късно от три календарни дни от датата, на която гражданинът е бил поставен под каквато и да е форма на лишаване или ограничаване на личната му свобода. По негово искане консулското длъжностно лице се уведомява за причините, поради които гражданинът е бил задържан или лишен от лична свобода.

3. Компетентните органи на приемащата страна незабавно уведомяват гражданина на изпращащата страна за правата дадени му от този член да се свързва с консулското длъжностно лице.

4. Консулското длъжностно лице има право да получава от и да изпраща на гражданин на изпращащата страна, който се намира под каквато и да е форма на лишаване или ограничаване на личната му свобода, писма или друга форма на кореспонденция и да взема съответни марки, за да му осигури правна помощ и представителство.

5. Консулското длъжностно лице има право да посещава гражданин на изпращащата страна, който се намира под каквато и да е форма на лишаване или ограничаване на личната му свобода, включително и такъв гражданин, който е в затвора или задържан в консулския окръг по силата на присъда, да разговяря и кореспондира с него на езика на изпращащата страна или

приемащата страна, или да му уреди правно представителство. Тези посещения трябва да станат колкото е възможно по-скоро, но във всеки случай не бива да се отказва след изтичането на период от четири календарни дни от датата на която гражданинът е бил поставен под каквато и да е форма от лишаване или ограничаване на личната му свобода. Посещенията могат да се правят периодично, на интервали не по-голями от един месец, но съгласно местните правилници на затвора.

6. В случай на съдебен процес срещу гражданин на изпращащата страна в приемащата страна, по искане на консулското длъжностно лице съответните органи го уведомяват за обвинението срещу този гражданин. Консулското длъжностно лице може да присъствува по време на съденето на този гражданин, както и при всички следващи обжалвани дела.

7. Гражданин, за който се отнасят разпоредбите по този член може да получава от консулското длъжностно лице колети съдържащи храна, дрехи, медикаменти и материали за четене и писане до размер разрешен от правилника на института, в който е задържан.

8. Правата, съдържащи се в този член трябва да се осъществяват съгласно законодателството на приемащата страна при условие обаче, че законодателството се прилага по начин, осигуряващ пълно осъществяване целите, за които са предназначени тези права.

Член 39

Уведомяване за починал гражданин на изпращащата страна

Когато стане известно на компетентните органи на приемащата страна, че гражданин на изпращащата страна е

починал в пределите на приемащата страна, те уведомяват незабавно съответното консулско длъжностно лице и по негово искане му изпращат препис от смъртния акт или на други документи, които удостоверяват настъпилата смърт.

Член 40

Функции относно наследството

1. Когато стane известно на компетентните органи на приемащата страна, че в тази страна има наследство:

a/ на гражданин на изпращащата страна, който не е оставил в приемащата страна лице, упълномощено да се разпорежда с имущество, или няма свой представител в приемащата страна, или

b/ от починало лице, независимо от какво гражданство, по отношение на чието имущество консулското длъжностно лице има право да представлява интересите му съгласно с разпоредбите на член 42 от тази Конвенция,

тогава указаните органи съобщават за това на съответното консулство на изпращащата страна.

Член 41

Запазване интересите на

починал гражданин

1. Когато починал гражданин на изпращащата страна остави имущество в приемащата страна, консулското длъжностно лице има право, с оглед запазването и управлението на имуществото да се обръща към компетентните органи на приемащата страна с оглед представляване интересите на гражданин на изпращащата страна, който няма постоянно местожителство в

приемащата страна, освен или докато тъкъв гражданин бъде представяван по друг начин. В тази връзка то може да поиска от компетентните органи на приемащата страна да му разрешат да присъствува при описането и запечатването и изобщо да се интересува от предприетите мерки.

2. До степен разрешена от законодателството на приемащата страна, консулското длъжностно лице може да предприеме съответни действия лично или чрез адвокат.

Член 42

Представляване интересите на гражданин по наследства

1. Когато гражданин на изпращащата страна, който няма постоянно местожителство в приемащата страна има или претендира за право върху имущество, останало в приемащата страна от починало лице, независимо от какво гражданство е последното, и ако гражданинът не се намира в приемащата страна или няма представител там, консулското длъжностно лице на изпращащата страна има право да представлява интересите на този гражданин относно наследственото имущество, до степен разрешена от законите на приемащата страна.

2. Консулско длъжностно лице на изпращащата страна има право да получава за препращане на гражданин на изпращащата страна, който не живее в приемащата страна, всичкви суми или други имущества, върху които този гражданин има право вследствие смъртта на друго лице, включително дялове от наследствено имущество, плащания направени по законите за компенсация на служителите, пенсии и осигуровки изобщо и приходи от застрахователни полици, освен ако съда, учреждението или лицето, което извършва разпределението нареди препращането да бъде направено по друг начин. Съдът, учреждението или лицето което

извършва разпределението може да поиска консулското длъжностно лице да се съобрази с условията във връзка с:

а/ представяне на пълномощно или друга оторизация от такъв гражданин, живущ вън от приемащата страна;

б/ представяне на разумни доказателства за получаване сумите или други имущества от такъв гражданин и

в/ връщане на сумите или другите имущества, в случай че не може да представи такива доказателства.

3. Когато на консулското длъжностно лице е разрешено, съгласно законите и правилниците на приемащата страна да извърши функциите, предвидени в този член, той ще има право да поиска от компетентните органи на приемащата страна същото съдействие каквото тези органи биха оказали на гражданин на приемащата страна при упражняване на тези функции при подобни обстоятелства.

4. Във връзка с изпълняването от консулското длъжностно лице на функциите, предвидени в този член, приемащата страна взема всички необходими мерки, за да осигури на гражданите на изпращащата страна същите възможности като тези, с които се ползват гражданите на приемащата страна по защита на техните интереси по наследства.

Член 43

Временно пазене на пари и вещи на починало лице

Ако гражданин на изпращащата страна временно пребиваващ в приемащата страна, в която той не е имал постоянно местожителство, почине, консулското длъжностно лице има право незабавно да поеме временно пазене на парите и вещите,

притежавани от това лице, при условие че починалото лице не е оставило в приемащата страна наследник или изпълнител на завещание, назначен от покойния да се грижи за неговото лично имущество и при условие, че такова временно пазене ще бъде прехвърлено на надлежно назначен администратор или друго упълномощено лице.

Член 44

Спазване законодателството на приемащата страна по наследства

При упражняване на правата, предоставени съгласно членове 40 – 43 включително, на тази Конвенция, консулското длъжностно лице трябва да спазва законодателството на приемащата страна по същия начин и до размер както и гражданин на приемащата страна, и независимо от разпоредбите на член 16 на тази Конвенция той подлежи в това отношение на гражданската юрисдикция на приемащата страна. Нищо от предвиденото в тези членове не дава право на консулското длъжностно лице да действува като адвокат.

Член 45.

Оказване помощ на корабите

1. Консулското длъжностно лице има право да оказва всякакво съдействие и помощ на корабите на изпращащата страна, които се намират в пристанище или на друго място за хвърляне на котва в приемащата страна.

2. Консулското длъжностно лице може да се качва на борда на корабите на изпращащата страна щом бъде дадена практика. В такива случаи той може да бъде придружен от

членове на консулството.

3. Капитанът и членовете на екипажа могат да установят връзка и да се срещат с консулското длъжностно лице, като спазват законодателството на пристанищата и законодателството за преминаване на границата.

4. Консулското длъжностно лице може да поиска съдействие от органите на приемащата страна при упражняването на функциите си относно корабите на изпращащата страна, капитанът и членовете на екипажите.

Член 46

Оказване помощ на капитана и екипажа

1. Без да нарушава правата на органите на приемащата страна, консулското длъжностно лице има право:

а/ да разследва всякакви произшествия станали на борда на кораба на изпращащата страна по време на пътуването му, да разпитва капитана и всеки член на екипажа, да проверява корабните книжа, да приема изявления във връзка с корабоплаването и местоназначението на кораба, а така също да улеснява влизането, престоя и отпътуването на кораба на изпращащата страна;

б/ да взема мерки свързани с приемането и предаването на длъжността на капитана и на член на екипажа;

в/ да разрешава спорове между капитана и член на екипажа, включително и спорове относно заплати и договор за наемане на работа, доколкото това се предвижда по законодателството на изпращащата страна и не противоречи на законодателството на приемащата страна;

- г/ да взема мерки за поддържане добър ред и дисциплина на борда на кораба;
- д/ да взема мерки за настанияване в болница или репатриране на капитана или на член на екипажа на кораба;
- е/ да получава, съставя или заверява всякакви декларации или други документи, предвидени по законодателството на изпращащата страна по отношение на кораба;
- ж/ да взема други мерки за прилагане на закона на изпращащата страна по отношение на търговското корабоплаване.

2. Консулското длъжностно лице може, ако това е позволено от законодателството на приемащата страна, да се явява заедно с капитана или член на екипажа на кораба пред съдилищата или други органи на приемащата страна, за да им оказва всякаква помощ, както и да се явява в качеството на преводач по дела пред такива съдилища и органи.

Член 47

Зашита на интересите в случаи на разследване

1. Когато съдилищата или други компетентни органи на приемащата страна имат намерение да предприемат принудителни действия или да започнат официално разследване на борда на кораба на изпращащата страна, който се намира в териториалните води на приемащата страна, тези органи трябва да уведомят за това съответното консулско длъжностно лице. Това уведомление, освен когато това не е възможно поради спешност, се прави преди започване на действията, за да може консулското длъжностно лице да присъствува при извършването на действията. Ако консулското длъжностно лице или неговият представител не е присъствувал на тези действия, по негова молба, компетентните

органи на приемащата страна му предават пълна информация за извършените действия и за станалото.

2. Разпоредбите на точка 1 от този член се прилагат и в случаите, когато се наложи компетентните органи на пристанищния район да разпитват на брега капитана или член на екипажа.

3. Съдебните или други компетентни органи на приемащата страна, освен по искане на капитанът на кораба или на консулското длъжностно лице, няма да се намесват във вътрешните работи на кораба по въпросите за отношенията между членовете на екипажа, трудовите отношения, дисциплината и други действия от вътрешен ред, когато не се нарушават спокойствието, безопасността и законодателството на приемащата страна.

4. Разпоредбите на точки 1 и 2 на този член не се прилагат обаче към обичайните митнически, паспортен и санитарен контрол, а също така за спасяването на човешки живот по море, предотвратяване замърсяването на морски води и към други действия предприети по искане или със съгласие на капитана на кораба.

Член 48

Помощ на авариран кораб

1. Ако кораб на изпращащата страна претърпи корабокрушение, заседне или претърпи друга авария във вътрешните или териториални води на приемащата страна, компетентните органи на приемащата страна уведомяват в най-кратък срок консулството и му съобщават взетите мерки за спасяването на пътниците, кораба, неговия екипаж и товар.

2. Консулското длъжностно лице може да оказва всякаква помощ на кораба, на членовете на екипажа и на пътниците, както и да взема мерки за опазването на товара и за поправка на кораба. То може също така да поиска от органите на приемаща страна да вземат подобни мерки.

3. Ако собственикът на кораба, капитанът или друго упълномощено лице не са в състояние да вземат необходимите мерки за опазването на кораба и неговия товар, консулското длъжностно лице може да взема от името на собственика мерките, които самият собственик би предприел в такъв случай. Разпоредбите на тази точка се прилагат също и за всеки предмет принадлежащ на гражданин на изпращащата страна и съставляващ част от товара на кораб на изпращащата или на трета страна, намерен на брега или близко до брега или донесен в пристанище на приемаща страна.

4. Корабът, който е претърпял бедствие, неговият товар и провизии, няма да бъдат обложени с мита на територията на приемаща страна, освен ако бъдат предадени за потребление в тази страна.

Член 49

Функции по отношение на самолети

Разпоредбите на членове 45 – 48 включително от настоящата Конвенция, доколкото това е възможно се прилагат по отношение на самолетите от гражданска авиация, дотолкова доколкото те са приложими и при условие, че това прилагане не противоречи на разпоредбите от всякакви спогодби между двете страни, които са в сила.

ГЛАВА V

ОБИИ И ЗАКЛЮЧИТЕЛИ РАЗПОРЕДИ

Член 50

Спазване законодателството

на приемащата страна

1. Всички лица, които се ползват от привилегиите и имунитетите въз основа на тази Конвенция са длъжни, без да се накърняват тези привилегии и имунитети, да спазват законодателството и обичая на приемащата страна.

2. Консулските помещения не могат да бъдат използвани за цели, несъвместими с изпълнението на консулските функции.

Член 51

Изпълнение на консулски функции

от дипломатическото представителство

1. Разпоредбите на тази Конвенция се прилагат също и в случай на изпълнение на консулски функции от дипломатическото представителство.

2. Имената на членовете на дипломатическото представителство, натоварени да изпълняват консулски функции, се нотифицират на приемащата страна.

3. Членовете на дипломатическото представителство, посочени в точка 2 на този член, продължават да се ползват от привилегиите и имунитетите, които са им предоставени по силата на техния дипломатически статут.

Член 52

Влизане в сила и денонсиране

1. Тази Конвенция подлежи на ратифициране и влиза в сила след изтичане на 30 дни от деня на размнната на ратификационните документи, която ще се извърши във Вашингтон.

2. Тази Конвенция остава в сила до изтичането на 6 месеца от датата, на която една от договорящите страни нотифицира писмено на другата договоряща страна за намерението да денонсира Конвенцията.

В уверение на което съответните пълномощници на договорящите страни подписаха и подпечатиха тази Конвенция.

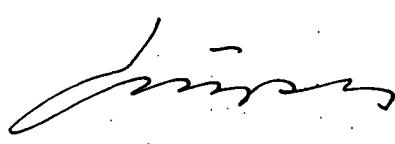
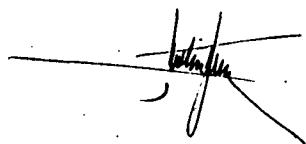
Изготвена в София на 15 април 1974 година в два оригинални екземпляра, на български и английски език, като и двата текста имат еднаква сила.

ЗА

СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

ЗА

НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ



СЪГЛАСУВАН МЕМОРАНДУМ

По време на преговорите за Консулска конвенция подписана днес между Съединените американски щати и Народна република България двете страни се съгласиха изразът "Law" и "законодателство" да се използват в съответните предписания на Конвенцията и да бъдат считани като равнозначни изрази за целите на Конвенцията. В тази връзка бяха дадени следните обяснения от съответните председатели на делегацията на САЩ и България относно значението на горепосочените изрази.

Председателят на делегацията на САЩ обясни, че изразът "Law", така както е използван в настоящата Конвенция включва всички съответни национални, щатски и местни закони, наредби, правилници, резолюции и други подобни предписания, имащи силата и ефекта на закон, включително решения и определения на съдилища и други съдебни и административни учреждения.

Председателят на делегацията на НРБ обясни, че изразът "законодателство", така както е използван в настоящата Конвенция включва всички закони, нормативни укази, правилници, наредби и други нормативни актове, които имат правна сила.

Изготвен в София на 15 април 1974 година.

За

Съединените американски щати

За

Народна република България

[EXCHANGE OF LETTERS]

Sofia, April 15, 1974

Excellency:

I have the honor to refer to the Consular Convention between the United States of America and the People's Republic of Bulgaria signed today and to confirm that the two countries have agreed to the following regarding the application of that Convention:

1. A person entering the People's Republic of Bulgaria for a temporary visit with an American passport which contains a valid Bulgarian entry visa or other document authorizing entry into Bulgaria shall, during the period for which he has received temporary visitor status in accordance with the valid visa or other document of authorization, be entitled to the consular protection provided in Article 38 of this Convention as a United States national, as well as the right to leave the People's Republic of Bulgaria without further documentation regardless of whether such person also possesses Bulgarian nationality.

2. A person entering the United States of America for a temporary visit with a Bulgarian passport containing a valid United States entry visa or other document authorizing entry into the United States shall, during the period for which he has been granted temporary visitor status in accordance with the valid visa or other document authorizing entry into the United States, be entitled to the consular protection as provided in Article 38 of the Convention as a Bulgarian national, as well as the right to leave the United States of America without further documentation, regardless of whether he also possesses United States nationality.

His Excellency
Andon Traykov,
First Deputy Minister of Foreign Affairs
of the People's Republic of Bulgaria.

3. The persons indicated in paragraphs 1 and 2 do not lose the right to consular protection and the right to leave the country without further documentation if the period for which they have been granted temporary visitor status expires during the course of a judicial or administrative process which prevents their voluntary departure.

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

MARTIN F. HERZ

Martin F. Herz
American Ambassador



МИНИСТЕРСТВО НА ВЪНШНИТЕ РАБОТИ

София, 15 април 1974

Ваше Превъзходителство,

Имам чест да се позова на Консулската конвенция между Съединените американски щати и Народна република България, подписана днес и да потвърдя, че двете страни се споразумяха за следното по отношение прилагането на тази Конвенция:

1. Лице, влизашо в Народна република България на временно посещение с американски паспорт, в който има положена валидна българска входна виза или друг документ, разрешаващ влизането в България, през време на периода, за който е получило статут на временен посетител, съгласно валидността на визата, или друг документ разрешаващ влизането в България, има право на консулска защита, предвидена в чл.38 на тази Конвенция, като американски гражданин, както и правото да напусне ПР България без допълнителни документи, независимо от това дали такова лице има също българско гражданство.

TIAS 8067

2. Лице, влизашо в Съеднените американски щати на временно посещение с български паспорт, в който има положена валидна американска входна виза или друг документ, разрешаващ влизането в САЩ, през време на периода, за който е получило статут на временен посетител съгласно валидността на визата или друг документ, разрешаващ влизането в САЩ, има право на консулската защита, предвидена в чл.38 на тази Конвенция като български граждани, както и правото да напусне САЩ без допълнителни документи, независимо от това дали лицето има също американско гражданство.

3. Лицата, посочени в алтерия 1 и 2 не загубват правото на консулска защита и правото да напуснат страната без допълнителни документи, ако периода за който им е бил даден статут на временен посетител изтече през време на съдебно или административно производство, което е възпрепятствало тяхното доброволно заминаване.

Ползувам се от случая да подновя на Ваше Превъзходителство, уверенията в моята висока почит.

ПОДПИСАЛ:



TRANSLATION

MINISTRY OF FOREIGN AFFAIRS

Sofia, April 15, 1974

Excellency:

I have the honor to refer to the Consular Convention between the United States of America and the People's Republic of Bulgaria signed today and to confirm that the two countries have agreed to the following regarding the application of that Convention:

1. A person entering the People's Republic of Bulgaria for a temporary visit with an American passport which contains a valid Bulgarian entry visa or other document authorizing entry into Bulgaria shall, during the period for which he has received temporary visitor status in accordance with the validity of the visa or other document of authorization, be entitled to the consular protection provided in Article 38 of this Convention as a United States national, as well as the right to leave the People's Republic of Bulgaria without further documentation regardless of whether such person also possesses Bulgarian nationality.

2. A person entering the United States of America for a temporary visit with a Bulgarian passport containing a valid United States entry visa or other document authorizing entry into the United States shall, during

the period for which he has been granted temporary visitor status in accordance with the validity of the visa or other document authorizing entry into the United States, be entitled to the consular protection as provided in Article 38 of the Convention as a Bulgarian national, as well as the right to leave the United States of America without further documentation, regardless of whether he also possesses United States nationality.

3. The persons indicated in paragraphs 1 and 2 do not lose the right to consular protection and the right to leave the country without further documentation if the period for which they have been granted temporary visitor status expires during the course of a judicial or administrative process which prevents their voluntary departure.

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

Signed: A. Traykov

MULTILATERAL
Intervention on the High Seas in Cases of
Oil Pollution Casualties

Convention done at Brussels November 29, 1969;
Ratification advised by the Senate of the United States of America
September 20, 1971;
Ratified by the President of the United States of America October 13,
1971;
Ratification of the United States of America deposited with the
Inter-Governmental Maritime Consultative Organization Feb-
ruary 21, 1974;
Proclaimed by the President of the United States of America
March 19, 1975;
Entered into force May 6, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties was open for signature at Brussels from November 29, 1969, to December 31, 1970, and signed on behalf of the United States of America on November 29, 1969, subject to ratification, a certified copy of which Convention in the English and French languages is hereto annexed;

The Senate of the United States of America by its resolution of September 20, 1971, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The President of the United States of America on October 13, 1971, ratified the Convention, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Inter-Governmental Maritime Consultative Organization on February 21, 1974;

It is provided in Article XI that the Convention shall enter into force on the ninetieth day following the date on which governments

of fifteen States have either signed it without reservation as to ratification, acceptance or approval or have deposited instruments of ratification, acceptance, approval or accession;

Pursuant to the provisions of Article XI of the Convention, the Convention will enter into force on May 6, 1975;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after May 6, 1975, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this nineteenth day of March in the year of our Lord one thousand nine hundred seventy-five and of the Independence of the United States of America the one hundred ninety-ninth.

GERALD R. FORD

By the President:

ROBERT S. INGERSOLL

Acting Secretary of State

INTERNATIONAL CONVENTION RELATING TO
INTERVENTION ON THE HIGH SEAS IN
CASES OF OIL POLLUTION CASUALTIES

The States Parties to the present Convention,
CONSCIOUS of the need to protect the interests
of their peoples against the grave consequences of
a maritime casualty resulting in danger of oil
pollution of sea and coastlines,

CONVINCED that under these circumstances
measures of an exceptional character to protect
such interests might be necessary on the high seas
and that these measures do not affect the
principle of freedom of the high seas,

HAVE AGREED as follows:

ARTICLE I

1. Parties to the present Convention may take
such measures on the high seas as may be necessary
to prevent, mitigate or eliminate grave and
imminent danger to their coastline or related
interests from pollution or threat of pollution
of the sea by oil, following upon a maritime
casualty or acts related to such a casualty, which
may reasonably be expected to result in major
harmful consequences.

2. However, no measures shall be taken under
the present Convention against any warship or
other ship owned or operated by a State and used,

for the time being, only on government non-commercial service.

ARTICLE II

For the purposes of the present Convention:

1. "maritime casualty" means a collision of ships, stranding or other incident of navigation, or other occurrence on board a ship or external to it resulting in material damage or imminent threat of material damage to a ship or cargo;
2. "ship" means:
 - (a) any sea-going vessel of any type whatsoever, and
 - (b) any floating craft, with the exception of an installation or device engaged in the exploration and exploitation of the resources of the sea-bed and the ocean floor and the subsoil thereof;
3. "oil" means crude oil, fuel oil, diesel oil and lubricating oil;
4. "related interests" means the interests of a coastal State directly affected or threatened by the maritime casualty, such as:
 - (a) maritime coastal, port or estuarine activities, including fisheries activities, constituting an essential means of livelihood of the persons concerned;
 - (b) tourist attractions of the area concerned;
 - (c) the health of the coastal population and the well-being of the area concerned, including conservation of living marine resources and of wildlife;

5. "Organization" means the Inter-Governmental Maritime Consultative Organization.

ARTICLE III

When a coastal State is exercising the right to take measures in accordance with Article I, the following provisions shall apply:

- (a) before taking any measures, a coastal State shall proceed to consultations with other States affected by the maritime casualty, particularly with the flag State or States;
- (b) the coastal State shall notify without delay the proposed measures to any persons physical or corporate known to the coastal State, or made known to it during the consultations, to have interests which can reasonably be expected to be affected by those measures. The coastal State shall take into account any views they may submit;
- (c) before any measure is taken, the coastal State may proceed to a consultation with independent experts, whose names shall be chosen from a list maintained by the Organization;
- (d) in cases of extreme urgency requiring measures to be taken immediately, the coastal State may take measures rendered necessary by the urgency of the situation, without prior notification or consultation or without continuing consultations already begun;

- (e) a coastal State shall, before taking such measures and during their course, use its best endeavours to avoid any risk to human life, and to afford persons in distress any assistance of which they may stand in need, and in appropriate cases to facilitate the repatriation of ships' crews, and to raise no obstacle thereto;
- (f) measures which have been taken in application of Article I shall be notified without delay to the States and to the known physical or corporate persons concerned, as well as to the Secretary-General of the Organization.

ARTICLE IV

1. Under the supervision of the Organization, there shall be set up and maintained the list of experts contemplated by Article III of the present Convention, and the Organization shall make necessary and appropriate regulations in connexion therewith, including the determination of the required qualifications.
2. Nominations to the list may be made by Member States of the Organization and by Parties to this Convention. The experts shall be paid on the basis of services rendered by the States utilizing those services.

ARTICLE V

1. Measures taken by the coastal State in accordance with Article I shall be proportionate to the damage actual or threatened to it.

2. Such measures shall not go beyond what is reasonably necessary to achieve the end mentioned in Article I and shall cease as soon as that end has been achieved; they shall not unnecessarily interfere with the rights and interests of the flag State, third States and of any persons, physical or corporate, concerned.

3. In considering whether the measures are proportionate to the damage, account shall be taken of:

- (a) the extent and probability of imminent damage if those measures are not taken; and
- (b) the likelihood of those measures being effective; and
- (c) the extent of the damage which may be caused by such measures.

ARTICLE VI

Any Party which has taken measures in contravention of the provisions of the present Convention causing damage to others, shall be obliged to pay compensation to the extent of the damage caused by measures which exceed those reasonably necessary to achieve the end mentioned in Article I.

ARTICLE VII

Except as specifically provided, nothing in the present Convention shall prejudice any otherwise applicable right, duty, privilege or immunity or deprive any of the Parties or any interested physical or corporate person of any remedy otherwise applicable.

ARTICLE VIII

1. Any controversy between the Parties as to whether measures taken under Article I were in contravention of the provisions of the present Convention, to whether compensation is obliged to be paid under Article VI, and to the amount of such compensation shall, if settlement by negotiation between the Parties involved or between the Party which took the measures and the physical or corporate claimants has not been possible, and if the Parties do not otherwise agree, be submitted upon request of any of the Parties concerned to conciliation or, if conciliation does not succeed, to arbitration, as set out in the Annex to the present Convention.
2. The Party which took the measures shall not be entitled to refuse a request for conciliation or arbitration under provisions of the preceding paragraph solely on the grounds that any remedies under municipal law in its own courts have not been exhausted.

ARTICLE IX

1. The present Convention shall remain open for signature until 31 December 1970 and shall thereafter remain open for accession.
2. States Members of the United Nations or any of the Specialized Agencies or of the International Atomic Energy Agency or Parties to the Statute of the International Court of Justice^[1] may become Parties to this Convention by:
 - (a) signature without reservation as to ratification, acceptance or approval;

^[1] TS 993; 59 Stat. 1055.

- (b) signature subject to ratification, acceptance or approval followed by ratification, acceptance or approval;
- or
- (c) accession.

ARTICLE X

1. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument to that effect with the Secretary-General of the Organization.
2. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to the present Convention with respect to all existing Parties or after the completion of all measures required for the entry into force of the amendment with respect to those Parties shall be deemed to apply to the Convention as modified by the amendment.

ARTICLE XI

1. The present Convention shall enter into force on the ninetieth day following the date on which Governments of fifteen States have either signed it without reservation as to ratification, acceptance or approval or have deposited instruments of ratification, acceptance, approval or accession with the Secretary-General of the Organization.
2. For each State which subsequently ratifies, accepts, approves or accedes to it the present Convention shall come into force on the ninetieth day after deposit by such State of the appropriate instrument.

ARTICLE XII

1. The present Convention may be denounced by any Party at any time after the date on which the Convention comes into force for that State.
2. Denunciation shall be effected by the deposit of an instrument with the Secretary-General of the Organization.
3. A denunciation shall take effect one year, or such longer period as may be specified in the instrument of denunciation, after its deposit with the Secretary-General of the Organization.

ARTICLE XIII

1. The United Nations where it is the administering authority for a territory, or any State Party to the present Convention responsible for the international relations of a territory, shall as soon as possible consult with the appropriate authorities of such territories or take such other measures as may be appropriate, in order to extend the present Convention to that territory and may at any time by notification in writing to the Secretary-General of the Organization declare that the present Convention shall extend to such territory.
2. The present Convention shall, from the date of receipt of the notification or from such other date as may be specified in the notification, extend to the territory named therein.
3. The United Nations, or any Party which has made a declaration under paragraph 1 of this Article may at any time after the date on which the Convention has been so extended to any

territory declare by notification in writing to the Secretary-General of the Organization that the present Convention shall cease to extend to any such territory named in the notification.

4. The present Convention shall cease to extend to any territory mentioned in such notification one year, or such longer period as may be specified therein, after the date of receipt of the notification by the Secretary-General of the Organization.

ARTICLE XIV

1. A Conference for the purpose of revising or amending the present Convention may be convened by the Organization.

2. The Organization shall convene a Conference of the States Parties to the present Convention for revising or amending the present Convention at the request of not less than one-third of the Parties.

ARTICLE XV

1. The present Convention shall be deposited with the Secretary-General of the Organization.

2. The Secretary-General of the Organization shall:

- (a) inform all States which have signed or acceded to the Convention of:
 - (i) each new signature or deposit of instrument together with the date thereof;

- (ii) the deposit of any instrument of denunciation of this Convention together with the date of the deposit;
 - (iii) the extension of the present Convention to any territory under paragraph 1 of Article XIII and of the termination of any such extension under the provisions of paragraph 4 of that Article stating in each case the date on which the present Convention has been or will cease to be so extended;
- (b) transmit certified true copies of the present Convention to all Signatory States and to all States which accede to the present Convention.

ARTICLE XVI

As soon as the present Convention comes into force, the text shall be transmitted by the Secretary-General of the Organization to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations.^[1]

^[1] TS 993; 59 Stat. 1052.

ARTICLE XVII

The present Convention is established in a single copy in the English and French languages, both texts being equally authentic. Official translations in the Russian and Spanish languages shall be prepared and deposited with the signed original.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments for that purpose have signed the present Convention.

DONE at Brussels this twenty-ninth day of November 1969.

TIAS 8068

CONVENTION INTERNATIONALE SUR L'INTERVENTION EN HAUTE MER
EN CAS D'ACCIDENT ENTRAINANT OU POUVANT ENTRAINER
UNE POLLUTION PAR LES HYDROCARBURES

Les Etats parties à la présente Convention,
CONSCIENTS de la nécessité de protéger les intérêts
de leurs populations contre les graves conséquences d'un
accident de mer entraînant un risque de pollution de la
mer et du littoral par les hydrocarbures,

CONVAINCUS qu'en de telles circonstances des mesures
de caractère exceptionnel pourraient être nécessaires
en haute mer afin de protéger ces intérêts et que ces
mesures ne sauraient porter atteinte au principe de la
liberté de la haute mer,

SONT CONVENUS de ce qui suit :

ARTICLE I

1. Les Parties à la présente Convention peuvent prendre
en haute mer les mesures nécessaires pour prévenir,
atténuer ou éliminer les dangers graves et immédiats
que présentent pour leurs côtes ou intérêts connexes
une pollution ou une menace de pollution des eaux de
la mer par les hydrocarbures à la suite d'un accident
de mer ou des actions afférentes à un tel accident,
susceptibles selon toute vraisemblance d'avoir des consé-
quences dommageables très importantes.

2. Toutefois, aucune mesure ne sera prise en vertu de
la présente Convention à l'encontre des bâtiments de
guerre ou d'autres navires appartenant à un Etat ou
exploités par lui et affectés exclusivement, à l'époque
considérée, à un service gouvernemental non commercial.

ARTICLE II

Aux fins de la présente Convention :

1. l'expression "accident de mer" s'entend d'un abordage, échouement ou autre incident de navigation ou autre événement survenu à bord ou à l'extérieur du navire qui aurait pour conséquence soit des dommages matériels, soit une menace immédiate de dommages matériels, dont pourrait être victime un navire ou sa cargaison;

2. l'expression "navire" s'entend :

a) de tout bâtiment de mer quel qu'il soit,
et

b) de tout engin flottant, à l'exception des installations ou autres dispositifs utilisés pour l'exploration du fond des mers, des océans et de leur sous-sol ou l'exploitation de leurs ressources;

3. l'expression "hydrocarbures" s'entend du pétrole brut, du fuel-oil, de l'huile diesel et de l'huile de graissage;

4. l'expression "intérêts connexes" s'entend des intérêts d'un Etat riverain directement affectés ou menacés par l'accident de mer et qui ont trait notamment :

a) aux activités maritimes côtières, portuaires, ou d'estuaires y compris aux activités de pêches, constituant un moyen d'existence essentiel pour les intéressés;

b) à l'attrait touristique de la région considérée;

c) à la santé des populations riveraines et au bien-être de la région considérée, y compris la conservation des ressources biologiques marines, de la faune et de la flore;

5. l'expression "Organisation" s'entend de l'Organisation intergouvernementale consultative de la navigation maritime.

ARTICLE III

Le droit d'un Etat riverain de prendre des mesures, conformément à l'article premier, est exercé dans les conditions ci-après :

- a) avant de prendre des mesures un Etat riverain consulte les autres Etats mis en cause par l'accident de mer, en particulier le ou les Etats du pavillon;
- b) l'Etat riverain notifie sans délai les mesures envisagées aux personnes physiques ou morales qui sont connues de lui ou qui lui ont été signalées au cours des consultations comme ayant des intérêts qui pourraient vraisemblablement être compromis ou affectés par ces mesures. L'Etat riverain prend en considération les avis que ces personnes peuvent lui soumettre;
- c) avant de prendre des mesures, l'Etat riverain peut procéder à la consultation d'experts indépendants qui seront choisis sur une liste tenue à jour par l'Organisation;
- d) en cas d'urgence appelant des mesures immédiates, l'Etat riverain peut prendre les mesures rendues nécessaires par l'urgence sans notification ou consultations préalables ou sans poursuivre les consultations en cours;
- e) l'Etat riverain, avant de prendre de telles mesures et au cours de leur exécution, s'emploie de son mieux à éviter tout risque pour les vies humaines et à apporter aux personnes en détresse toute l'aide dont elles peuvent avoir besoin, à ne pas entraver et à faciliter, dans les cas appropriés, le rapatriement des équipages des navires;

f) les mesures qui ont été prises en application de l'article premier doivent être notifiées sans délai aux Etats et aux personnes physiques ou morales intéressées qui sont connues, ainsi qu'au Secrétaire général de l'Organisation.

ARTICLE IV

1. Sous le contrôle de l'Organisation, sera établie et tenue à jour la liste d'experts visée à l'article III de la présente Convention. L'Organisation édicte les règles appropriées à ce sujet et détermine les qualifications requises.

2. Les Etats membres de l'Organisation et les Parties à la présente Convention peuvent soumettre des noms en vue de l'établissement de la liste. Les experts sont rétribués par les Etats ayant recours à eux en fonction des services rendus.

ARTICLE V

1. Les mesures d'intervention prises par l'Etat riverain conformément aux dispositions de l'article premier doivent être proportionnées aux dommages qu'il a effectivement subis ou dont il est menacé.

2. Ces mesures ne doivent pas aller au-delà de celles que l'on peut raisonnablement considérer comme nécessaires pour atteindre le but mentionné à l'article premier, et elles doivent prendre fin dès que ce but a été atteint; elles ne doivent pas empiéter sans nécessité sur les droits et intérêts de l'Etat du pavillon, d'Etats tiers ou de toute autre personne physique ou morale intéressée.

3. L'appréciation de la proportionnalité des mesures prises, par rapport aux dommages, est faite, compte tenu:

a) de l'étendue et de la probabilité des dommages imminents, si ces mesures ne sont pas prises,

b) de l'efficacité probable de ces mesures, et

c) de l'ampleur des dommages qui peuvent être causés par ces mesures.

ARTICLE VI

Toute Partie à la Convention qui a pris des mesures en contravention avec les dispositions de la présente Convention, causant à autrui un préjudice, est tenue de le dédommager pour autant que les mesures dépassent ce qui est raisonnablement nécessaire pour parvenir aux fins mentionnées à l'article premier.

ARTICLE VII

Sauf disposition expresse contraire, rien dans la présente Convention ne modifie une obligation et ne porte atteinte à un droit, privilège ou immunité prévus par ailleurs, ou ne prive l'une quelconque des Parties ou autre personne physique ou morale intéressée de tout recours dont elle pourrait autrement disposer.

ARTICLE VIII

1. Tout différend entre les Parties sur le point de savoir si les mesures prises en application de l'article premier contreviennent aux dispositions de la présente Convention, si une réparation est due en vertu de l'article VI, ainsi que sur le montant de l'indemnité, s'il n'a pu être réglé par voie de négociation entre les Parties en cause ou entre la Partie qui a pris les mesures et les personnes physiques ou morales qui demandent réparation, et sauf décision contraire des Parties, sera soumis à la requête de l'une des Parties en cause à la conciliation ou, en cas d'échec de la conciliation, à l'arbitrage, dans les conditions prévues à l'Annexe à la présente Convention.

2. La Partie qui a pris les mesures n'a pas le droit de repousser une demande de conciliation ou d'arbitrage présentée en vertu du paragraphe précédent pour le seul motif que les recours devant ses propres tribunaux ouverts par sa législation nationale n'ont pas tous été épuisés.

ARTICLE IX

1. La présente Convention reste ouverte à la signature jusqu'au 31 décembre 1970 et reste ensuite ouverte à l'adhésion.

2. Les Etats membres de l'Organisation des Nations Unies, de l'une quelconque de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique, ou parties au Statut de la Cour internationale de Justice peuvent devenir parties à la présente Convention par :

- a) signature sans réserve quant à la ratification, acceptation ou approbation;
- b) signature sous réserve de ratification, acceptation ou approbation, suivie de ratification, acceptation ou approbation; ou
- c) adhésion.

ARTICLE X

1. La ratification, l'acceptation, l'approbation ou l'adhésion s'effectuent par le dépôt d'un instrument en bonne et due forme auprès du Secrétaire général de l'Organisation.

2. Tout instrument de ratification, d'acceptation, d'approbation ou d'adhésion, déposé après l'entrée en vigueur d'un amendement à la présente Convention à l'égard de tous les Etats déjà parties à la Convention ou après l'accomplissement de toutes les mesures requises pour l'entrée en vigueur de l'amendement à

l'égard desdits Etats, est réputé s'appliquer à la Convention modifiée par l'amendement.

ARTICLE XI

1. La présente Convention entre en vigueur le quatre-vingt-dixième jour après la date à laquelle les gouvernements de quinze Etats soit l'ont signée sans réserve quant à la ratification, acceptation ou approbation, soit ont déposé un instrument de ratification, acceptation, approbation ou d'adhésion auprès du Secrétaire général de l'Organisation.

2. Pour chacun des Etats qui ratifient, acceptent, approuvent la Convention ou y adhèrent ultérieurement, elle entre en vigueur le quatre-vingt-dixième jour après le dépôt par cet Etat de l'instrument approprié.

ARTICLE XII

1. La présente Convention peut être dénoncée par l'une quelconque des Parties à tout moment à compter de la date à laquelle la Convention entre en vigueur à l'égard de cet Etat.

2. La dénonciation s'effectue par le dépôt d'un instrument auprès du Secrétaire général de l'Organisation.

3. La dénonciation prend effet un an après la date du dépôt de l'instrument auprès du Secrétaire général de l'Organisation ou à l'expiration de toute période plus longue qui pourrait être spécifiée dans cet instrument.

ARTICLE XIII

1. L'Organisation des Nations Unies lorsqu'elle assume la responsabilité de l'administration d'un territoire, ou tout Etat partie à la présente Convention chargé d'assurer les relations internationales d'un territoire, consulte dès que possible

les autorités compétentes de ce territoire ou prend toute autre mesure appropriée pour lui étendre l'application de la présente Convention et peut, à tout moment, par notification écrite adressée au Secrétaire général de l'Organisation, faire connaître que cette extension a eu lieu.

2. L'application de la présente Convention est étendue au territoire désigné dans la notification à partir de la date de réception de celle-ci ou telle autre date qui serait indiquée.

3. L'Organisation des Nations Unies, ou toute Partie ayant fait une déclaration en vertu du premier paragraphe du présent article, peut à tout moment, après la date à laquelle l'application de la Convention a été ainsi étendue à un territoire, faire connaître, par notification écrite adressée au Secrétaire général de l'Organisation que la présente Convention cesse de s'appliquer au territoire désigné dans la notification.

4. La présente Convention cesse de s'appliquer au territoire désigné dans la notification un an après la date de sa réception par le Secrétaire général de l'Organisation ou à l'expiration de toute autre période plus longue spécifiée dans la notification.

ARTICLE XIV

1. L'Organisation peut convoquer une Conférence ayant pour objet de reviser ou d'amender la présente Convention.

2. L'Organisation convoque une conférence des Etats parties à la présente Convention ayant pour objet de reviser ou d'amender la présente Convention à la demande du tiers au moins des Parties.

ARTICLE XV

1. La présente Convention sera déposée auprès du Secrétaire général de l'Organisation.

2. Le Secrétaire général de l'Organisation

a) informe tous les Etats qui ont signé la Convention ou y ont adhéré :

i) de toute signature nouvelle ou dépôt d'instrument nouveau et de la date à laquelle cette signature ou ce dépôt sont intervenus;

ii) de tout dépôt d'instrument dénonçant la présente Convention et de la date à laquelle ce dépôt est intervenu;

iii) de l'extension à tout territoire de la présente Convention en vertu du paragraphe 1 de l'article XIII et de la cessation de toute extension susdite en vertu du paragraphe 4 du même article, en indiquant dans chaque cas la date à laquelle l'extension de la présente Convention a pris ou prendra fin;

b) transmet des copies conformes de la présente Convention à tous les Etats signataires de cette Convention et à tous les Etats qui y adhèrent.

ARTICLE XVI

Dès l'entrée en vigueur de la présente Convention, le Secrétaire général de l'Organisation en transmet le texte au Secrétariat des Nations Unies en vue de son enregistrement et de sa publication conformément à l'Article 102 de la Charte des Nations Unies.

ARTICLE XVII

La présente Convention est établie en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi. Il en est établi des traductions officielles en langues russe et espagnole qui sont déposées avec l'exemplaire original revêtu des signatures.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements, ont signé la présente Convention.

FAIT à Bruxelles, le vingt-neuf novembre 1969.

For the Government of the Kingdom of Afghanistan
Pour le Gouvernement du Royaume d'Afghanistan

For the Government of the People's Republic of Albania
Pour le Gouvernement de la République populaire d'Albanie

For the Government of the Democratic and Popular Republic
of Algeria
Pour le Gouvernement de la République algérienne démocratique
et populaire

For the Government of the Argentine Republic
Pour le Gouvernement de la République Argentine

For the Government of the Commonwealth of Australia
Pour le Gouvernement du Commonwealth d'Australie

For the Government of the Republic of Austria
Pour le Gouvernement de la République d'Autriche

For the Government of Barbados
Pour le Gouvernement de la Barbade

For the Government of the Kingdom of Belgium
Pour le Gouvernement du Royaume de Belgique
sous réserve de ratification.

Lilais

For the Government of the Republic of Bolivia
Pour le Gouvernement de la République de Bolivie

For the Government of the Republic of Botswana
Pour le Gouvernement de la République du Botswana

For the Government of the Federative Republic of Brazil
Pour le Gouvernement de la République fédérative du Brésil

Subject to ratification
Fernando Ernesto Cardenal

For the Government of the People's Republic of Bulgaria
Pour le Gouvernement de la République populaire de Bulgarie

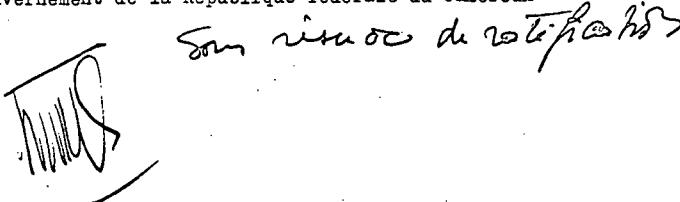
For the Government of the Union of Burma
Pour le Gouvernement de l'Union birmane

For the Government of the Republic of Burundi
Pour le Gouvernement de la République du Burundi

For the Government of the Byelorussian Soviet
Socialist Republic
Pour le Gouvernement de la République socialiste soviétique
de Biélorussie

For the Government of the Kingdom of Cambodia
Pour le Gouvernement du Royaume du Cambodge

For the Government of the Federal Republic of Cameroon
Pour le Gouvernement de la République fédérale du Cameroun


Son visa ou du représentant

For the Government of Canada
Pour le Gouvernement du Canada

For the Government of the Central African Republic
Pour le Gouvernement de la République centrafricaine

For the Government of Ceylon
Pour le Gouvernement de Ceylan

For the Government of the Republic of Chad
Pour le Gouvernement de la République du Tchad

For the Government of the Republic of Chile
Pour le Gouvernement de la République du Chili

For the Government of the Republic of China
Pour le Gouvernement de la République de Chine

須待批准 Sans réserves de ratification
W.H. *✓ - - - - -*

For the Government of the Republic of Colombia
Pour le Gouvernement de la République de Colombie

TIAS 8068

For the Government of the Republic of the Congo
Pour le Gouvernement de la République du Congo

For the Government of the Democratic Republic of the Congo
Pour le Gouvernement de la République démocratique du Congo

For the Government of the Republic of Costa Rica
Pour le Gouvernement de la République du Costa Rica

For the Government of the Republic of Cuba
Pour le Gouvernement de la République de Cuba

For the Government of the Republic of Cyprus
Pour le Gouvernement de la République de Chypre

For the Government of the Czechoslovak Socialist Republic
Pour le Gouvernement de la République socialiste tchécoslovaque

For the Government of the Republic of Dahomey
Pour le Gouvernement de la République du Dahomey

For the Government of the Kingdom of Denmark
Pour le Gouvernement du Royaume du Danemark

For the Government of the Dominican Republic
Pour le Gouvernement de la République Dominicaine

For the Government of the Republic of Ecuador
Pour le Gouvernement de la République de l'Equateur

For the Government of the Republic of El Salvador
Pour le Gouvernement de la République d'El Salvador

For the Government of the Republic of Equatorial Guinea
Pour le Gouvernement de la République de la Guinée équatoriale

For the Government of the Empire of Ethiopia
Pour le Gouvernement de l'Empire d'Ethiopie

For the Government of the Federal Republic of Germany
Pour le Gouvernement de la République fédérale d'Allemagne

Subject to ratification
Dr von Neipen - Staabesq
H. Bräuer

For the Government of the Republic of Finland
Pour le Gouvernement de la République de Finlande

For the Government of the French Republic
Pour le Gouvernement de la République française

Subject to ratification or adoption
M. Georges de Maubecq

For the Government of the Gabonese Republic
Pour le Gouvernement de la République gabonaise

For the Government of the Gambia
Pour le Gouvernement de la Gambie

For the Government of the Republic of Ghana
Pour le Gouvernement de la République du Ghana

S. Harten Subject to Ratification

For the Government of the Kingdom of Greece
Pour le Gouvernement du Royaume de Grèce

For the Government of the Republic of Guatemala
Pour le Gouvernement de la République du Guatemala

Sujeto a aceptación, aprobación y ratificación
Dávila

For the Government of the Republic of Guinea
Pour le Gouvernement de la République de Guinée

For the Government of Guyana
Pour le Gouvernement de la Guyane

For the Government of the Republic of Haiti
Pour le Gouvernement de la République d'Haïti

For the Government of the Holy See

Pour le Gouvernement du Saint-Siège

For the Government of the Republic of Honduras

Pour le Gouvernement de la République du Honduras

For the Government of the Hungarian People's Republic

Pour le Gouvernement de la République populaire hongroise.

For the Government of the Republic of Iceland

Pour le Gouvernement de la République d'Islande

*Subject to ratification
Nils P. Sigmundsson*

For the Government of the Republic of India
Pour le Gouvernement de la République de l'Inde

For the Government of the Republic of Indonesia
Pour le Gouvernement de la République d'Indonésie

For the Government of the Empire of Iran
Pour le Gouvernement de l'Empire d'Iran

For the Government of the Republic of Iraq
Pour le Gouvernement de la République d'Irak

For the Government of Ireland

Pour le Gouvernement de l'Irlande

For the Government of the State of Israel

Pour le Gouvernement de l'Etat d'Israël

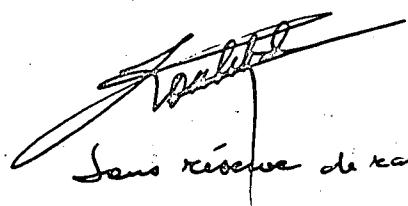
For the Government of the Italian Republic

Pour le Gouvernement de la République italienne

Cette Déclaration
sous réserve de ratification

For the Government of the Republic of the Ivory Coast

Pour le Gouvernement de la République de Côte d'Ivoire


Sous réserve de ratification

For the Government of Jamaica
Pour le Gouvernement de la Jamaïque

For the Government of Japan
Pour le Gouvernement du Japon

For the Government of the Hashemite Kingdom of Jordan
Pour le Gouvernement du Royaume hachémite de Jordanie

For the Government of the Republic of Kenya
Pour le Gouvernement de la République du Kenya

For the Government of the Republic of Korea
Pour le Gouvernement de la République de Corée

Subject to Acceptance

Jack Woodward

For the Government of the State of Kuwait
Pour le Gouvernement de l'Etat du Koweït

For the Government of the Kingdom of Laos
Pour le Gouvernement du Royaume du Laos

For the Government of the Lebanese Republic
Pour le Gouvernement de la République libanaise

For the Government of the Kingdom of Lesotho
Pour le Gouvernement du Royaume du Lesotho

For the Government of the Republic of Liberia
Pour le Gouvernement de la République du Libéria

For the Government of the Libyan Arab Republic
Pour le Gouvernement de la République arabe libyenne

For the Government of the Principality of Liechtenstein
Pour le Gouvernement de la Principauté de Liechtenstein

For the Government of the Grand Duchy of Luxembourg
Pour le Gouvernement du Grand-Duché de Luxembourg

For the Government of the Malagasy Republic
Pour le Gouvernement de la République malgache

A handwritten signature in black ink, appearing to read "R. R. R. M. R. M." followed by a stylized surname.

sous réserve de ratification -

For the Government of the Republic of Malawi
Pour le Gouvernement de la République du Malawi

For the Government of Malaysia
Pour le Gouvernement de la Malaisie

For the Government of the Republic of Maldives
Pour le Gouvernement de la République des Maldives

For the Government of the Republic of Mali
Pour le Gouvernement de la République du Mali

For the Government of Malta
Pour le Gouvernement de Malte

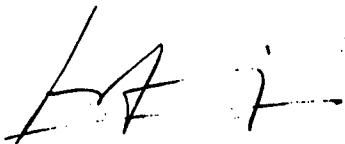
For the Government of the Islamic Republic of Mauritania
Pour le Gouvernement de la République islamique de Mauritanie

For the Government of Mauritius
Pour le Gouvernement de Maurice

For the Government of the United Mexican States
Pour le Gouvernement des Etats-Unis du Mexique

For the Government of the Principality of Monaco
Pour le Gouvernement de la Principauté de Monaco

Sous réserve de ratification



For the Government of the Mongolian People's Republic
Pour le Gouvernement de la République populaire mongole

For the Government of the Kingdom of Morocco
Pour le Gouvernement du Royaume du Maroc

For the Government of the Kingdom of Nepal
Pour le Gouvernement du Royaume du Népal

For the Government of the Kingdom of the Netherlands
Pour le Gouvernement du Royaume des Pays-Bas

For the Government of New Zealand
Pour le Gouvernement de la Nouvelle-Zélande

TIAS 8068

For the Government of the Republic of Nicaragua
Pour le Gouvernement de la République du Nicaragua

For the Government of the Republic of the Niger
Pour le Gouvernement de la République du Niger

For the Government of the Federal Republic of Nigeria
Pour le Gouvernement de la République fédérale du Nigéria

For the Government of the Kingdom of Norway
Pour le Gouvernement du Royaume de Norvège

For the Government of Pakistan
Pour le Gouvernement du Pakistan

For the Government of the Republic of Panama
Pour le Gouvernement de la République du Panama

For the Government of the Republic of Paraguay
Pour le Gouvernement de la République du Paraguay

For the Government of the Republic of Peru
Pour le Gouvernement de la République du Pérou

For the Government of the Republic of the Philippines
Pour le Gouvernement de la République des Philippines

For the Government of the Polish People's Republic
Pour le Gouvernement de la République populaire de Pologne

Subject to ratification

For the Government of the Portuguese Republic
Pour le Gouvernement de la République portugaise

Subject to ratification

For the Government of the Socialist Republic of Romania
Pour le Gouvernement de la République socialiste de Roumanie

For the Government of the Rwandese Republic
Pour le Gouvernement de la République rwandaise

For the Government of the Republic of San Marino
Pour le Gouvernement de la République de Saint-Marin

For the Government of the Kingdom of Saudi Arabia
Pour le Gouvernement du Royaume de l'Arabie Saoudite

For the Government of the Republic of Senegal
Pour le Gouvernement de la République du Sénégal

For the Government of Sierra Leone
Pour le Gouvernement de la Sierra Leone

For the Government of the Republic of Singapore
Pour le Gouvernement de la République de Singapour

For the Government of the Somali Republic
Pour le Gouvernement de la République somalie

For the Government of the Republic of South Africa
Pour le Gouvernement de la République sud-africaine

For the Government of the People's Republic of
Southern Yemen

Pour le Gouvernement de la République populaire du
Yémen du Sud

For the Government of the Spanish State
Pour le Gouvernement de l'Etat espagnol

For the Government of the Democratic Republic of the Sudan
Pour le Gouvernement de la République démocratique du Soudan

For the Government of the Kingdom of Swaziland
Pour le Gouvernement du Royaume du Souaziland

For the Government of the Kingdom of Sweden
Pour le Gouvernement du Royaume de Suède

For the Government of the Swiss Confederation
Pour le Gouvernement de la Confédération suisse

sous réserve de ratification



✓

For the Government of the Syrian Arab Republic
Pour le Gouvernement de la République arabe syrienne

For the Government of the Kingdom of Thailand
Pour le Gouvernement du Royaume de Thaïlande

For the Government of the Togolese Republic
Pour le Gouvernement de la République togolaise

For the Government of Trinidad and Tobago
Pour le Gouvernement de la Trinité-et-Tobago

For the Government of the Republic of Tunisia
Pour le Gouvernement de la République tunisienne

For the Government of the Republic of Turkey
Pour le Gouvernement de la République turque

For the Government of the Republic of Uganda

Pour le Gouvernement de la République de l'Ouganda

For the Government of the Ukrainian Soviet Socialist
Republic

Pour le Gouvernement de la République socialiste soviétique
d'Ukraine

For the Government of the Union of Soviet Socialist
Republics

Pour le Gouvernement de l'Union des Républiques socialistes
soviétiques

For the Government of the United Arab Republic

Pour le Gouvernement de la République arabe unie

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

g.L. Simpson

K.J. Chamberlain
subject to ratification

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

Subject to ratification

Robert H. Neuman

William W. Mallison

For the Government of the Republic of the Upper Volta
Pour le Gouvernement de la République de Haute-Volta

For the Government of the Eastern Republic of Uruguay
Pour le Gouvernement de la République orientale de l'Uruguay

For the Government of the Republic of Venezuela
Pour le Gouvernement de la République du Venezuela

For the Government of the Republic of Viet-Nam
Pour le Gouvernement de la République du Viet-Nam

For the Government of the Independent State of
Western Samoa
Pour le Gouvernement de l'Etat indépendant du
Samoa-Occidental

For the Government of the Yemen Arab Republic
Pour le Gouvernement de la République arabe du Yémen

For the Government of the Socialist Federal Republic
of Yugoslavia

Pour le Gouvernement de la République fédérative socialiste
de Yougoslavie

Some reserve oil will be set aside

TJ Brown

For the Government of the Republic of Zambia

Pour le Gouvernement de la République de Zambie

ANNEX

CHAPTER I

CONCILIATION

ARTICLE 1

Provided the Parties concerned do not decide otherwise, the procedure for conciliation shall be in accordance with the rules set out in this Chapter.

ARTICLE 2

1. A Conciliation Commission shall be established upon the request of one Party addressed to another in application of Article VIII of the Convention.

2. The request for conciliation submitted by a Party shall consist of a statement of the case together with any supporting documents.

3. If a procedure has been initiated between two Parties, any other Party the nationals or property of which have been affected by the same measures, or which is a coastal State having taken similar measures, may join in the conciliation procedure by giving written notice to the Parties which have originally initiated the procedure unless either of the latter Parties object to such joinder.

ARTICLE 3

1. The Conciliation Commission shall be composed of three members: one nominated by the coastal State which took the measures, one nominated by the State the nationals or property of which have been affected by those measures and a third, who shall preside over the Commission and shall be nominated by agreement between the two original members.

2. The Conciliators shall be selected from a list previously drawn up in accordance with the procedure set out in Article 4 below.

3. If within a period of 60 days from the date of receipt of the request for conciliation, the Party to which such request is made has not given notice to the other Party to the controversy of the nomination of the Conciliator for whose selection it is responsible, or if, within a period of 30 days from the date of nomination of the second of the members of the Commission to be designated by the Parties, the first two Conciliators have not been able to designate by common agreement the Chairmen of the Commission, the Secretary-General of the Organization shall upon request of either Party and within a period of 30 days, proceed to the required nomination. The members of the Commission thus nominated shall be selected from the list prescribed in the preceding paragraph.

4. In no case shall the Chairman of the Commission be or have been a national of one of the original Parties to the procedure, whatever the method of his nomination.

ARTICLE 4

1. The list prescribed in Article 3 above shall consist of qualified persons designated by the Parties and shall be kept up to date by the Organization. Each Party may designate for inclusion on the list four persons, who shall not necessarily be its nationals. The nominations shall be for periods of six years each and shall be renewable.

2. In the case of the decease or resignation of a person whose name appears on the list, the Party which nominated such person shall be permitted to nominate a replacement for the remainder of the term of office.

ARTICLE 5

1. Provided the Parties do not agree otherwise, the Conciliation Commission shall establish its own procedures, which shall in all cases permit a fair hearing. As regards examination, the Commission, unless it unanimously decides otherwise, shall conform with the provisions of Chapter III of The Hague Convention for the Peaceful Settlement of International Disputes of 18 October 1907.^[1]

2. The Parties shall be represented before the Conciliation Commission by agents whose duty shall be to act as intermediaries between the Parties and the Commission. Each of the Parties may seek also the assistance of advisers and experts nominated by it for this purpose and may request the hearing of all persons whose evidence the Party considers useful.

3. The Commission shall have the right to request explanations from agents, advisers and experts of the Parties as well as from any persons whom, with the consent of their Governments, it may deem useful to call.

ARTICLE 6

Provided the Parties do not agree otherwise, decisions of the Conciliation Commission shall be taken by a majority vote and the Commission shall not pronounce on the substance of the controversy unless all its members are present.

¹ TS 536; 36 Stat. 2214.

ARTICLE 7

The Parties shall facilitate the work of the Conciliation Commission and in particular, in accordance with their legislation, and using all means at their disposal:

- (a) provide the Commission with the necessary documents and information;
- (b) enable the Commission to enter their territory, to hear witnesses or experts, and to visit the scene.

ARTICLE 8

The task of the Conciliation Commission will be to clarify the matters under dispute, to assemble for this purpose all relevant information by means of examination or other means, and to endeavour to reconcile the Parties. After examining the case, the Commission shall communicate to the Parties a recommendation which appears to the Commission to be appropriate to the matter and shall fix a period of not more than 90 days within which the Parties are called upon to state whether or not they accept the recommendation.

ARTICLE 9

The recommendation shall be accompanied by a statement of reasons. If the recommendation does not represent in whole or in part the unanimous opinion of the Commission, any Conciliator shall be entitled to deliver a separate opinion.

ARTICLE 10

A conciliation shall be deemed unsuccessful if, 90 days after the Parties have been notified of the recommendation, either Party shall not have notified the other Party of its acceptance of the

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recommendation. Conciliation shall likewise be deemed unsuccessful if the Commission shall not have been established within the period prescribed in the third paragraph of Article 3 above, or provided the Parties have not agreed otherwise, if the Commission shall not have issued its recommendation within one year from the date on which the Chairman of the Commission was nominated.

ARTICLE 11

1. Each member of the Commission shall receive remuneration for his work, such remuneration to be fixed by agreement between the Parties which shall each contribute an equal proportion.
2. Contributions for miscellaneous expenditure incurred by the work of the Commission shall be apportioned in the same manner.

ARTICLE 12

The parties to the controversy may at any time during the conciliation procedure decide in agreement to have recourse to a different procedure for settlement of disputes.

CHAPTER II

ARBITRATION

ARTICLE 13

1. Arbitration procedure, unless the Parties decide otherwise, shall be in accordance with the rules set out in this Chapter.
2. Where conciliation is unsuccessful, a request for arbitration may only be made within a period of 180 days following the failure of conciliation.

ARTICLE 14

The Arbitration Tribunal shall consist of three members: one Arbitrator nominated by the coastal State which took the measures, one Arbitrator nominated by the State the nationals or property of which have been affected by those measures, and another Arbitrator who shall be nominated by agreement between the two first-named, and shall act as its Chairman.

ARTICLE 15

1. If, at the end of a period of 60 days from the nomination of the second Arbitrator, the Chairman of the Tribunal shall not have been nominated, the Secretary-General of the Organization upon request of either Party shall within a further period of 60 days proceed to such nomination, selecting from a list of qualified persons previously drawn up in accordance with the provisions of Article 4 above. This list shall be separate from the list of experts prescribed in Article IV of the Convention and from the list of Conciliators prescribed in Article 4 of the present Annex; the name of the same person may, however, appear both on the list of Conciliators and on the list of Arbitrators. A person who has acted as Conciliator in a dispute may not, however, be chosen to act as Arbitrator in the same matter.

2. If, within a period of 60 days from the date of the receipt of the request, one of the Parties shall not have nominated the member of the Tribunal for whose designation it is responsible, the other Party may directly inform the Secretary-General of the Organization who shall nominate the Chairman of the Tribunal within a period of 60 days, selecting him from the list prescribed in paragraph 1 of the present Article.

3. The Chairman of the Tribunal shall, upon nomination, request the Party which has not provided an Arbitrator, to do so in the same manner and under the same conditions. If the Party does not make the required nomination, the Chairman of the Tribunal shall request the Secretary-General of the Organization to make the nomination in the form and conditions prescribed in the preceding paragraph.

4. The Chairman of the Tribunal, if nominated under the provisions of the present Article, shall not be or have been a national of one of the Parties concerned, except with the consent of the other Party or Parties.

5. In the case of the decease or default of an Arbitrator for whose nomination one of the Parties is responsible, the said Party shall nominate a replacement within a period of 60 days from the date of decease or default. Should the said Party not make the nomination, the arbitration shall proceed under the remaining Arbitrators. In the case of decease or default of the Chairman of the Tribunal, a replacement shall be nominated in accordance with the provisions of Article 14 above, or in the absence of agreement between the members of the Tribunal within a period of 60 days of the decease or default, according to the provisions of the present Article.

ARTICLE 16

If a procedure has been initiated between two Parties, any other Party, the nationals or property of which have been affected by the same measures or which is a coastal State having taken similar measures, may join in the arbitration procedure by

giving written notice to the Parties which have originally initiated the procedure unless either of the latter Parties object to such joinder.

ARTICLE 17

Any Arbitration Tribunal established under the provisions of the present Annex shall decide its own rules of procedure.

ARTICLE 18

1. Decisions of the Tribunal both as to its procedure and its place of meeting and as to any controversy laid before it, shall be taken by majority vote of its members; the absence or abstention of one of the members of the Tribunal for whose nomination the Parties were responsible shall not constitute an impediment to the Tribunal reaching a decision. In cases of equal voting, the Chairman shall cast the deciding vote.

2. The Parties shall facilitate the work of the Tribunal and in particular, in accordance with their legislation, and using all means at their disposal:

- (a) provide the Tribunal with the necessary documents and information;
- (b) enable the Tribunal to enter their territory, to hear witnesses or experts, and to visit the scene.

3. Absence or default of one Party shall not constitute an impediment to the procedure.

ARTICLE 19

1. The award of the Tribunal shall be accompanied by a statement of reasons. It shall be final and without appeal. The Parties shall immediately comply with the award.

2. Any controversy which may arise between the Parties as regards interpretation and execution of the award may be submitted by either Party for judgment to the Tribunal which made the award, or, if it is not available, to another Tribunal constituted for this purpose in the same manner as the original Tribunal.

ANNEXE

CHAPITRE I

DE LA CONCILIATION

ARTICLE 1

A moins que les Parties intéressées n'en conviennent autrement, la procédure de conciliation est organisée conformément aux dispositions du présent chapitre.

ARTICLE 2

1. Sur demande adressée par l'une des Parties à une autre Partie en application de l'article VIII de la Convention, il est constitué une Commission de conciliation.

2. La demande de conciliation présentée par une Partie contient l'objet de la demande ainsi que toutes pièces justificatives à l'appui de son exposé du cas.

3. Si une procédure a été engagée entre deux Parties, toute autre Partie dont les ressortissants ou les biens ont été affectés par les mesures considérées, ou qui, en sa qualité d'Etat riverain, a pris des mesures analogues, peut se joindre à la procédure de conciliation en en avisant par écrit les Parties qui sont engagées dans cette procédure, à moins qu'une de celles-ci ne s'y oppose.

ARTICLE 3

1. La Commission de conciliation est composée de trois membres : un membre nommé par l'Etat riverain qui a pris les mesures d'intervention, un membre nommé par l'Etat dont relèvent les personnes ou les biens affectés par ces mesures, et un troisième membre, désigné d'un commun accord par les deux premiers, qui assume la présidence de la Commission.

2. Ces conciliateurs sont choisis sur une liste de personnes établie à l'avance selon la procédure fixée à l'article 4 ci-dessous.

3. Si dans un délai de 60 jours à compter de la date de réception de la demande de conciliation, la Partie à laquelle elle est adressée n'a pas notifié à l'autre Partie au différend la désignation du conciliateur dont le choix lui incombe, ou si, dans un délai de 30 jours, à compter de la nomination du second des membres de la Commission désigné par les Parties, les deux premiers conciliateurs n'ont pu désigner de commun accord le Président de la Commission, le Secrétaire général de l'Organisation effectue, à la requête de la Partie le plus diligente et dans un délai de 30 jours les nominations nécessaires. Les membres de la Commission ainsi désignés sont choisis sur la liste visée au paragraphe précédent.

4. En aucun cas le Président de la Commission ne doit avoir ou avoir eu la nationalité d'une des Parties qui ont engagé la procédure, quel que soit le mode de sa désignation.

ARTICLE 4

1. La liste visée à l'article 3 ci-dessus est constituée de personnes qualifiées désignées par les Parties et est tenue à jour par l'Organisation. Chaque Partie peut désigner pour figurer sur la liste quatre personnes qui ne sont pas nécessairement ses ressortissants. Les désignations sont faites pour des périodes de six ans renouvelables.

2. En cas de décès ou de démission d'une personne figurant sur la liste, la Partie ayant nommé cette personne peut désigner un remplaçant pour la durée du mandat restant à courir.

ARTICLE 5

1. Sauf accord contraire des Parties, la Commission de conciliation établit son règlement intérieur et, dans tous les cas, la procédure est contradictoire. En matière d'enquête, la Commission, à moins qu'elle n'en décide autrement à l'unanimité, se conforme aux dispositions du titre III de la Convention de La Haye du 18 octobre 1907 pour le règlement pacifique des conflits internationaux.

2. Les Parties sont représentées auprès de la Commission de conciliation par des agents ayant mission de servir d'intermédiaires entre elles et la Commission. Chacune des Parties peut, en outre, se faire assister par des conseillers et experts nommés par elle à cet effet et demander l'audition de toute personne dont le témoignage lui paraît utile.

3. La Commission a la faculté de demander des explications aux agents, conseillers et experts des Parties, ainsi qu'à toute personne qu'elle jugerait utile de faire comparaître avec l'assentiment de son gouvernement.

ARTICLE 6

Sauf accord contraire des Parties, les décisions de la Commission de conciliation sont prises à la majorité des voix et la Commission ne peut se prononcer sur le fond du différend que si tous ses membres sont présents.

ARTICLE 7

Les Parties facilitent les travaux de la Commission de conciliation; à cette fin, conformément à leur législation et en usant des moyens dont elles disposent, les Parties :

a) fournissent à la Commission tous documents et informations utiles;

b) mettent la Commission en mesure d'entrer sur leur territoire pour entendre les témoins ou experts et pour examiner les lieux.

ARTICLE 8

La Commission de conciliation a pour tâche d'élucider les questions en litige, de recueillir à cette fin toutes les informations utiles, par voie d'enquête ou autrement, et de s'efforcer de concilier les Parties. Après examen de l'affaire, elle notifie aux Parties la recommandation qui lui paraît appropriée et leur impartit un délai ne dépassant pas 90 jours pour signifier leur acceptation ou leur rejet de ladite recommandation.

ARTICLE 9

La recommandation doit être motivée. Si la recommandation ne reflète pas en totalité ou en partie l'opinion unanime de la Commission, tout conciliateur a le droit de faire connaître séparément son opinion.

ARTICLE 10

La conciliation est réputée avoir échoué si, 90 jours après la notification de la recommandation aux Parties, aucune d'entre elles n'a pas notifié à l'autre Partie son acceptation de la recommandation. La conciliation est également réputée avoir échoué si la Commission n'a pu être constituée dans les délais prévus au troisième paragraphe de l'article 3 ci-dessus, ou sauf accord contraire des Parties si la Commission n'a pas rendu sa recommandation dans un délai d'un an à compter de la date de désignation du Président de la Commission.

ARTICLE 11

1. Chacun des membres de la Commission reçoit des honoraires dont le montant est fixé d'un commun accord entre les Parties qui en supportent chacune une part égale.

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2. Les frais généraux occasionnés par le fonctionnement de la Commission sont répartis de la même façon.

ARTICLE 12

Les Parties au différend peuvent à tout moment de la procédure de conciliation décider d'un commun accord de recourir à une autre procédure de règlement des différends.

CHAPITRE II

DE L'ARBITRAGE

ARTICLE 13

1. A moins que les Parties n'en disposent autrement, la procédure d'arbitrage est conduite conformément aux dispositions du présent chapitre.

2. En cas d'échec de la conciliation, la demande d'arbitrage doit être présentée dans les 180 jours qui suivent cet échec.

ARTICLE 14

Le tribunal arbitral est composé de trois membres; un arbitre nommé par l'Etat riverain qui a pris les mesures d'intervention, un arbitre nommé par l'Etat dont relèvent les personnes ou les biens affectés par ces mesures, et un autre arbitre qui assume la présidence du tribunal désigné d'un commun accord par les deux premiers.

ARTICLE 15

1. Si au terme d'un délai de 60 jours à compter de la désignation du deuxième arbitre, le Président du tribunal n'a pas été désigné, le Secrétaire général de l'Organisation, à la requête de la Partie la plus diligente, procède, dans un nouveau délai de 60 jours, à sa désignation en le choisissant sur une liste de personnes qualifiées, établie à l'avance dans les conditions prévues à l'article 4 ci-dessus. Cette

liste est distincte de la liste d'experts prévue à l'article IV de la Convention et de la liste des conciliateurs prévue à l'article 4 ci-dessus, la même personne pouvant toutefois figurer sur la liste de conciliateurs et sur celle d'arbitres. Une personne qui aurait agi en qualité de conciliateur dans un litige ne peut cependant pas être choisie comme arbitre dans la même affaire.

2. Si dans un délai de 60 jours à compter de la date de réception de la requête, l'une des Parties n'a pas procédé à la désignation qui lui incombe d'un membre du tribunal, l'autre Partie peut saisir directement le Secrétaire général de l'Organisation, qui pourvoit à la désignation du Président du tribunal dans un délai de 60 jours en le choisissant sur la liste visée au paragraphe 1 du présent article.

3. Le Président du tribunal, dès sa désignation, demande à la Partie qui n'a pas constitué arbitre de le faire dans les mêmes formes et conditions. Si elle ne procède pas à la désignation qui lui est ainsi demandée, le Président du tribunal demande au Secrétaire général de l'Organisation de pourvoir à cette désignation dans les formes et conditions prévues au paragraphe précédent.

4. Le Président du tribunal, s'il est désigné en vertu des dispositions du présent article, ne doit pas être ou avoir été de nationalité d'une des Parties, sauf consentement de l'autre ou des autres Parties.

5. En cas de décès ou de défaut d'un arbitre dont la désignation incombaît à une Partie, celle-ci désigne son remplacement dans un délai de 60 jours à compter du décès ou du défaut. Faute pour elle de le faire, la procédure se poursuit avec les arbitres restants. En cas de décès ou de défaut du Président du tribunal, son remplaçant est désigné dans les conditions prévues à l'article 14 ci-dessus ou, à

défaut d'accord entre les membres du tribunal dans les 60 jours du décès ou de défaut, dans les conditions prévues au présent article.

ARTICLE 16

Si une procédure a été engagée entre deux Parties, toute autre Partie dont les ressortissants ou les biens ont été affectés par les mesures considérées, ou qui, en sa qualité d'Etat riverain, a pris des mesures analogues, peut se joindre à la procédure d'arbitrage en avisant par écrit les Parties qui ont engagé cette procédure à moins que l'une de celles-ci ne s'y oppose.

ARTICLE 17

Tout tribunal arbitral constitué aux termes de la présente Annexe, établit ses propres règles de procédure.

ARTICLE 18

1. Les décisions du tribunal, tant sur sa procédure et le lieu de ses réunions que sur le différend qui lui est soumis, sont prises à la majorité des voix de ses membres, l'absence ou l'abstention d'un des membres du tribunal dont la désignation incombat aux Parties ne faisant pas obstacle à la possibilité pour le tribunal de statuer. En cas de partage des voix, la voix du Président est prépondérante.

2. Les Parties facilitent les travaux du tribunal; à cette fin, conformément à leur législation et en usant des moyens dont elles disposent, les Parties :

a) fournissent au tribunal tous documents et informations utiles;

b) mettent le tribunal en mesure d'entrer sur leur territoire pour entendre les témoins ou experts et pour examiner les lieux.

3. L'absence ou le défaut d'une Partie ne fait pas obstacle à la procédure.

ARTICLE 19

1. La sentence du tribunal est motivée. Elle est définitive et sans recours. Les Parties doivent s'y conformer sans délai.

2. Tout différend qui pourrait surgir entre les Parties concernant l'interprétation et l'exécution de la sentence peut être soumis par la Partie la plus diligente au jugement du tribunal qui l'a rendue ou, si ce dernier ne peut en être saisi, d'un autre tribunal constitué à cet effet de la même manière que le premier.

Certified true copy of the International Convention Relating to Intervention on the High Seas in Cases of Oil Pollution Casualties, 1969, done at Brussels on 29 November 1969, the original of which is deposited with the Inter-Governmental Maritime Consultative Organization.

Copie certifiée conforme de la Convention internationale de 1969 sur l'intervention en haute mer en cas d'accident entraînant ou pouvant entraîner une pollution par les hydrocarbures, en date, à Bruxelles, du 29 novembre 1969, dont l'original a été déposé auprès de l'Organisation intergouvernementale consultative de la navigation maritime.

Dharm Cilic - A

For the Secretary-General
of the Inter-Governmental Maritime
Consultative Organization.

Pour le Secrétaire général
de l'Organisation intergouvernementale
consultative de la navigation maritime.

London, 14 June. 1970
Londres

[SEAL]

FEDERAL REPUBLIC OF GERMANY

Cooperation in Environmental Affairs

*Agreement signed at Bonn May 9, 1974;
Entered into force March 26, 1975.*

A G R E E M E N T

BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA

A N D

THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY

O N

COOPERATION IN ENVIRONMENTAL AFFAIRS

TIAS 8069

The Government of the United States of America and the
Government of the Federal Republic of Germany,
believing that:

- the national environment of each country as well as the global environment must be protected for the health and well-being of present and future generations;
- efficient industrialization and healthful urbanization require effective pollution abatement and control and environmental conservation policies and practices;
- cooperation between the two Governments is of mutual advantage in coping with similar problems in each country and is important in meeting each Government's responsibilities for the maintenance of the global environment;

recognizing the importance of harmonious environmental policies and practices, particularly among industrialized states and groups of states, as well as the European Communities;

acknowledging the significant mutual benefit being derived by both Governments from ongoing cooperation in various fields, including outer space research and technology, nuclear reactor safety research and development, biomedical and health services delivery research, and those covered by the United States-German cooperative program in natural resources, environmental pollution control and urban development (UGNR); and

desiring to demonstrate the increase in importance attached by both Governments to cooperation in environmental affairs;

agree as follows:

Article I

The Government of the United States of America and the Government of the Federal Republic of Germany - hereinafter referred to as Contracting Parties - through their appropriate agencies will maintain and enhance bilateral cooperation in the field of environmental affairs on the basis of equality, reciprocity and mutual benefit.

Article II

Cooperation may be undertaken in mutually agreed areas pertaining to environmental quality management, such as:

- A. Pollution problems of mutual concern - their identification and study and assessment of relevant control technology and related health effects, for example:

1. Selected problems of water quality management, including such aspects as waste water treatment for industrial, municipal, and agricultural pollution, development of water standards, sludge disposal, mathematical modeling with a view toward future pollution prevention and reclamation of ground water;
2. Air pollution, including stationary and mobile sources, development of low pollution power systems, and related health effects.
3. Solid waste management and resource recovery;
4. Pesticides, toxic and other harmful substances;
5. Marine pollution;
6. Noise pollution;
7. Environmental effects of energy use, including extraction, conversion, transmission and consumption;

- B. Assessment of environmental quality, including techniques of monitoring and surveillance;
- C. Discussion of environmental policies, practices and organization;
- D. Exchange of experience on the design and cooperation in the development of environmental information systems;
- E. Training in environmental protection;
- F. Environmental impact evaluations;
- G. Consultations on international environmental policy issues; and
- H. Other environmental protection and enhancement activities, as agreed.

Article III

The forms of cooperation to be undertaken as mutually agreed may include:

- A. Meetings to discuss environmental policy issues, to identify projects which may be usefully undertaken on a cooperative basis and technical symposia and conferences;
- B. Implementation of agreed cooperative projects;
- C. Exchange of information and data on environmental research and development activities, policies, practices, legislation and regulations, and analysis of operating programs and evaluation of environmental impacts;
- D. Visits by scientists, technicians, teachers or administrators on specific or general subjects; and
- E. Coordination of specific research activities.

Article IV

The Contracting Parties will use their best efforts to harmonize to the maximum extent practicable their environmental policies and practices, and to promote broad international harmonization of effective measures to prevent and control environmental pollution. In these efforts, they will support steps to:

- A. Arrive at internationally agreed scientific criteria, particularly those relating to human health;
- B. Achieve agreement on levels of acceptable environmental quality;
- C. Develop and disseminate information on best technology available to abate pollution and encourage widespread use of the best technology available for controlling pollution.

The Contracting Parties will use their best efforts to ensure that the cost of carrying out pollution prevention and control measures will be included in the cost of goods and services which cause pollution in production or consumption, and to prevent environmental protective measures being used as nontariff barriers to trade. Where trade distortions result from differences in the environmental practices and procedures of the two countries, the Contracting Parties will consult upon request with a view to mitigating such distortions.

Article V

Each Contracting Party will notify the other of the names of one or more Coordinators responsible for the conduct of its activities under this Agreement. Each Contracting Party may also identify such administrative arrangements as it deems desirable to permit its most effective participation in the various cooperative activities under this Agreement. By mutual agreement, specific cooperative activities may be confirmed by separate Agency-to-Agency arrangements. As mutually agreed, joint meetings of the Coordinators may be held to review current and future activities under this Agreement. Each Contracting Party will ensure for its part appropriate coordination among activities under this Agreement with other cooperative programs between the two Governments.

Article VI

Participants in the cooperative activities under this Agreement may include Government agencies, academic institutions, private economic enterprises, and citizen organizations.

Article VII

Scientific and technological information of a non-proprietary nature derived from the cooperative activities under this Agreement will be made available to the world scientific community through customary channels and in accordance with the normal procedures of the participating agencies. The disposition of patents, know-how, and other proprietary property derived from the cooperative activities under this Agreement will be provided for in detailed arrangements covering specific programs and projects.

Article VIII

Nothing in this Agreement shall be construed to prejudice other arrangements or future arrangements for cooperation between the Contracting Parties or with third parties.

Activities under this Agreement shall be subject to the availability of appropriated funds and to the applicable laws and regulations in each country. Unless otherwise agreed, each Contracting Party will bear the costs of its own participation in this Agreement.

Article IX

This Agreement shall also apply to Land Berlin unless the Government of the Federal Republic of Germany makes a contrary declaration to the Government of the United States of America within three months of the entry into force of the Agreement.

Article X

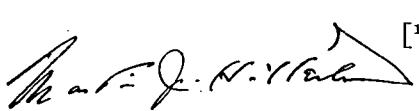
The present Agreement shall enter into force one month from the date on which the Government of the Federal Republic of Germany shall have notified the Government of the United States of America that the necessary constitutional requirements for such entry into force have been fulfilled,^[1] shall remain in force for five years, and be automatically renewed for a further five-year period unless either Party notifies the other three months prior to the expiration of the first five-year period of its desire that the Agreement be terminated. The termination of this Agreement shall not affect the validity of any arrangements made under this Agreement.

¹ Mar. 26, 1975.

Done at Bonn, in duplicate, in the English
and German languages, both being equally
authentic, this ninth day of May, 1974

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
FEDERAL REPUBLIC OF GERMANY

 [¹]  [³]

 [²]  [⁴]

[SEAL]

[SEAL]

¹ Martin J. Hillenbrand

² Russell E. Train

³ Karl Moersch

⁴ Guenter Hartkopf

A b k o m m e n

zwischen

der Regierung der Bundesrepublik Deutschland

und

der Regierung der Vereinigten Staaten von Amerika

über Zusammenarbeit in Umweltfragen

Die Regierung der Bundesrepublik Deutschland
und
die Regierung der Vereinigten Staaten von Amerika -

von der Auffassung geleitet,

- daß die nationale Umwelt jedes Staates sowie die globale Umwelt im Interesse der Gesundheit und des Wohlbefindens gegenwärtiger und zukünftiger Generationen geschützt werden müssen;

- daß die Entwicklung einer leistungsfähigen Industrie und eine gesunde Stadtentwicklung die wirksame Bekämpfung und Kontrolle der Umweltbelastung und Zielsetzungen und Praktiken zum Schutz der Umwelt erfordern;

- daß die Zusammenarbeit zwischen den beiden Regierungen von beiderseitigem Nutzen für die Bewältigung ähnlicher Probleme in jedem der beiden Staaten und von Bedeutung für die Wahrnehmung der Verantwortung jeder Regierung für die Erhaltung der globalen Umwelt ist;

in der Erkenntnis der Bedeutung aufeinander abgestimmter Zielsetzungen und Praktiken in bezug auf die Umwelt, insbesondere unter Industriestaaten und Staatengruppen sowie den Europäischen Gemeinschaften;

in Würdigung des bedeutenden beiderseitigen Nutzens, der beiden Regierungen aus der bestehenden Zusammenarbeit in verschiedenen Bereichen, unter anderem der Weltraumforschung und -technologie, der Forschung und Entwicklung auf dem Gebiet der Reaktorsicherheit, der Forschung in der Biomedizin und auf dem Gebiet der gesundheitlichen Versorgung der Bevölkerung, und aus der Zusammenarbeit auf den Gebieten erwächst, die durch das deutsch-amerikanische Programm für die Zusammenarbeit bei der Nutzung der natürlichen Hilfsquellen, der Bekämpfung der Umweltbelastung und bei der Stadtentwicklung (United States-German Cooperative Program in Natural Resources, Environmental Pollution Control and Urban Development - UGNR) erfaßt werden, sowie

in dem Wunsch, die wachsende Bedeutung darzutun, die beide Regierungen der Zusammenarbeit in Umweltfragen beizumessen —

kommen wie folgt überein:

Artikel I

Die Regierung der Bundesrepublik Deutschland und die Regierung der Vereinigten Staaten von Amerika — im folgenden als Vertragsparteien bezeichnet — werden durch ihre zuständigen Behörden die zweiseitige Zusammenarbeit auf dem Gebiet der Umweltfragen auf der Grundlage der Gleichheit, der Gegenseitigkeit und des beiderseitigen Nutzens aufrechterhalten und verstärken.

Artikel II

Die Zusammenarbeit kann in gegenseitig voreinbarten Bereichen der Umweltpolitik erfolgen; hierzu gehören

- A) beide Seiten angehende Probleme der Umweltbelastung, ihrer Festlegung und Untersuchung und die Beurteilung der einschlägigen Kontrolltechnologie und damit verbundene Auswirkungen auf die Gesundheit, zum Beispiel
 1. Ausgewählte Probleme der Wassergütwirtschaft einschließlich solcher Aspekte wie der Behandlung von industriellen und kommunalen Abwässern sowie von landwirtschaftlich verschmutztem Wasser, der Entwicklung von Wassergüte-standards und der Schlammbeseitigung, Entwicklung mathematischer Modelle im Hinblick auf die Verhütung künftiger Verschmutzung und die Erfassung von Grundwasservorkommen;
 2. Luftverschmutzung einschließlich ortsfester und beweglicher Anlagen, Entwicklung von schadgasarmen Antriebssystemen und damit zusammenhängende Auswirkungen auf die Gesundheit;
 3. Abfallwirtschaft und Wiedernutzbarmachung von Ausgangsstoffen;
 4. Pestizide, giftige und andere schädliche Stoffe;
 5. Meeresverschmutzung;
 6. Lärmbelästigung;
 7. Auswirkungen des Energiegebrauchs auf die Umwelt einschließlich der Erzeugung, der Umwandlung, der Weiterleitung und des Verbrauchs;
- B) Beurteilung der Umweltqualität einschließlich Prüf- und Überwachungsverfahren;
- C) Erörterung von Zielsetzungen, Praktiken und Organisationsfragen auf dem Gebiet der Umwelt;
- D) Austausch von Erfahrungen über Planung und Zusammenarbeit bei der Entwicklung von Umweltinformationssystemen;

- E) Ausbildung im Umweltschutz;
- F) Umweltverträglichkeitsprüfungen;
- G) Konsultationen über Fragen der internationalen Umweltpolitik
und
- H) sonstige Tätigkeiten zum Schutz und zur Verbesserung
der Umwelt nach Vereinbarung.

Artikel III

Die Formen der nach gegenseitiger Vereinbarung zu unternehmenden Zusammenarbeit können folgendes umfassen:

- A) Zusammenkünfte zur Erörterung von Fragen der Umwelt-
politik, zur Festlegung von Vorhaben, die in Zusammen-
arbeit nutzbringend durchgeführt werden können; technische
Symposien und Konferenzen;
- B) Durchführung vereinbarter Vorhaben der Zusammenarbeit;
- C) Austausch von Informationen und Daten über Umweltfor-
schungs- und -entwicklungsmaßnahmen, Zielsetzungen,
Praktiken, Rechts- und sonstige Vorschriften; Analyse
laufender Programme; Umweltverträglichkeitsprüfungen;
- D) Besuche von Wissenschaftlern, Technikern, Lehrern oder
Angestellten der Verwaltung zur Erörterung bestimmter
oder allgemeiner Themen
sowie
- E) Koordinierung bestimmter Forschungstätigkeiten.

Artikel IV

Die Vertragsparteien werden sich nach Kräften bemühen, ihre Zielsetzungen und Praktiken in bezug auf die Umwelt soweit wie möglich abzustimmen und eine umfassende internationale Abstimmung wirksamer Maßnahmen zur Vorhütung und Kontrolle der Umweltbelastung zu fördern. Im Rahmen dieser Bemühungen werden sie Maßnahmen unterstützen, die dazu dienen,

- A) international vereinbarte wissenschaftliche Kriterien aufzustellen, insbesondere in bezug auf die menschliche Gesundheit;
- B) Einvernehmen über Richtwerte für eine annehmbare Umweltqualität zu erzielen;
- C) Informationen über die beste verfügbare Technologie zur Bekämpfung der Umweltbelastung zu erarbeiten und zu verbreiten und die weitreichende Verwendung der besten verfügbaren Technologie zur Kontrolle der Umweltbelastung zu fördern.

Die Vertragsparteien werden sich nach Kräften bemühen, sicherzustellen, daß die Kosten der Durchführung von Maßnahmen zur Verhütung und Kontrolle der Umweltbelastung in die Kosten von Waren und Dienstleistungen eingehen, deren Herstellung oder Verbrauch Umweltbelastungen vorursachen, und zu verhindern, daß Umweltschutzmaßnahmen als nichttarifäre Handelshemmisse benutzt werden. Soweit Wettbewerbsverzerrungen sich aus unterschiedlichen Umweltpraktiken und -verfahren der beiden Staaten ergeben, werden die Vertragsparteien einander auf Verlangen konsultieren, um solche Verzerrungen zu mildern.

Artikel V

Jede Vertragspartei notifiziert der anderen die Namen eines oder mehrerer für die Durchführung ihrer Maßnahmen aufgrund dieses Abkommens verantwortlicher Koordinatoren. Jede Vertragspartei kann auch Verwaltungsvereinbarungen vorschlagen, die sie für wünschenswert hält, um möglichst wirksam an den verschiedenen Formen der Zusammenarbeit im Rahmen dieses Abkommens teilnehmen zu können. In beiderseitigen Einvernehmen können bestimmte Maßnahmen der Zusammenarbeit durch gesonderte Vereinbarungen zwischen einzelnen Behörden bestätigt werden. Nach gegenseitiger Vereinbarung können gemeinsame Sitzungen der Koordinatoren zur Überprüfung laufender und künftiger Maßnahmen im Rahmen dieses Abkommens abgehalten werden. Jede Vertragspartei trägt ihrerseits Sorge für die angemessene Koordinierung der Maßnahmen im Rahmen dieses Abkommens mit anderen Programmen der Zusammenarbeit zwischen den beiden Regierungen.

Artikel VI

Teilnehmer an der Zusammenarbeit im Rahmen dieses Abkommens können unter anderem Regierungsstellen, akademische Einrichtungen, privatwirtschaftliche Unternehmen und Bürgerorganisationen sein.

Artikel VII

Nicht gesetzlich geschützte wissenschaftliche und technologische Informationen, die aus der Zusammenarbeit im Rahmen dieses Abkommens gewonnen werden, werden der wissenschaftlichen Gemeinschaft der Welt auf dem üblichen Wege und im Einklang mit den normalen Vorfahren der teilnehmenden Stellen zugänglich gemacht. Die Weitergabe von Patenten, Know-how und sonstigem gesetzlich geschützten Eigentum, die aus der Zusammenarbeit im Rahmen dieses Abkommens gewonnen werden, wird in besonderen Vereinbarungen über bestimmte Programme und Vorhaben geregelt.

Artikel VIII

Dieses Abkommen ist nicht so auszulegen, als beeinträchtige es andere Vereinbarungen oder künftige Vereinbarungen über eine Zusammenarbeit zwischen den Vertragsparteien oder mit Dritten.

Maßnahmen aufgrund dieses Abkommens werden vorbehaltlich der Verfügbarkeit bewilligter Mittel durchgeführt und unterliegen den in jedem Staat geltenden Rechts- und sonstigen Vorschriften. Sofern nicht etwas anderes vereinbart wird, trägt jede Vertragspartei die Kosten ihrer Teilnahme an diesem Abkommen.

Artikel IX

Dieses Abkommen 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 Abkommens eine gegenseitige Erklärung abgibt.

Artikel X

Dieses Abkommen tritt einen Monat nach dem Tage in Kraft, an dem die Regierung der Bundesrepublik Deutschland der Regierung der Vereinigten Staaten von Amerika notifiziert, daß die erforderlichen innerstaatlichen Voraussetzungen für das Inkrafttreten erfüllt sind; es bleibt fünf Jahre lang in Kraft und wird automatisch für einen weiteren Zeitabschnitt von fünf Jahren erneuert, sofern nicht eine Vertragspartei der anderen drei Monate vor Ablauf des ersten Zeitabschnitts von fünf Jahren ihren Wunsch notifiziert, das Abkommen zu beenden. Die Beendigung dieses Abkommens läßt die Gültigkeit von Vereinbarungen, die aufgrund dieses Abkommens getroffen werden, unberührt.

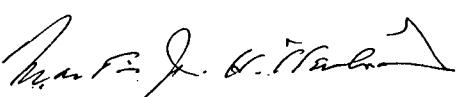
GESCHEHEN zu Bonn

am 9. Mai 1974

in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für die Regierung der
Bundesrepublik Deutschland

Für die Regierung der
Vereinigten Staaten von Amerika

Karl Carstens 



EGYPT
Agricultural Commodities

*Agreements amending the agreement of June 7, 1974,
as amended.*

Effectuated by exchange of notes

Signed at Cairo November 10, 1974;

Entered into force November 10, 1974.

And exchange of notes

Signed at Cairo April 1, 1975;

Entered into force April 1, 1975.

And exchange of notes

Signed at Cairo May 2 and 6, 1975;

Entered into force May 6, 1975.

*The Secretary of Agriculture to the Egyptian Minister
of Foreign Trade*

NOVEMBER 10, 1974

EXCELLENCY:

I have the honor to refer to the Title I of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, and amended September 12, 1974,[¹] and to propose that the agreement be further amended as follows:

Part II, Item I, Commodity Table:

- (1) Under appropriate columns for wheat/wheat flour, delete “100,000” and “\$17.5” and insert “300,000” and “\$54.0”, and
- (2) Under Total Export Market Value delete “\$27.5” and insert “\$64.0.”

All other terms and conditions of the June 7, 1974 agreement as amended are to remain the same.

¹ TIAS 7855, 7930; 25 UST 1245; 25 UST 2482.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

EARL L. BUTZ

Earl L. Butz

Secretary of Agriculture

His Excellency

FATHI MATBOULI,

*Minister of Foreign Trade,
Cairo.*

The Egyptian Minister of Trade to the Secretary of Agriculture

THE ARAB REPUBLIC OF EGYPT
MINISTRY OF TRADE

NOVEMBER 10, 1974

EXCELLENCY,

I have the honour to acknowledge the receipt of your note of November 10, 1974 which reads as follows:

"I have the honour to refer to the Title 1 of Public Law 480, Agricultural Sales Agreement signed by representatives of our two governments on June 7, 1974 and amended September 12, 1974, and to propose that the agreement be further amended as follows:—

Part II, Item I, Commodity Table :

- (1) Under appropriate columns for wheat/wheat flour delete "100,000" and "\$17.5" and insert "300,000" and "\$54.0" and
- (2) Under Total Export Market Value delete "\$27.5" and insert "\$64.0".

All other terms and conditions of the June 7, 1974 agreement as amended are to remain the same.

I have the honour to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's note and the present reply

as constituting an agreement between our two governments on this subject to enter into force on the date of this reply."

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

Fathi Ahmed El-Matbouly

MATBOULY

Minister of Trade

His Excellency
EARL L. BUTZ,
*Secretary of Agriculture,
United States of America.*

The American Ambassador to the Egyptian Minister of Trade

CAIRO, EGYPT, April 1, 1975

EXCELLENCY:

I have the honor to refer to the Title I of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, and amended September 12, 1974 and November 19, 1974, and to propose that the agreement be further amended as follows:

Part II, Item I, Commodity Table:

(1) Under appropriate columns for wheat/wheat flour delete "300,000" and "\$54.0" and insert "600,000" and "\$102.0" and

(2) Under Total Export Market Value delete "\$64.0" and insert "\$112.0".

All other terms and conditions of the June 7, 1974 agreement as amended are to remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

HERMANN FR. EILTS

His Excellency
FATHI AHMED EL-MATBOULY
*Minister of Trade
Cairo.*

The Egyptian Minister of Trade to the American Ambassador

THE ARAB REPUBLIC OF EGYPT
MINISTRY OF TRADE

April 1, 1975

Excellency:

I have the honor to acknowledge the receipt of your note of April 1, 1975 which reads as follows:

"I have the honor to refer to the Title I of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, and amended September 12, 1974 and November 10, 1974, and to propose that the agreement be further amended as follows:

Part II, Item I, Commodity Table:

(1) Under appropriate columns for wheat/wheat flour delete "300,000" and "\$54.0" and insert "600,000" and "\$102.0" and

(2) Under Total Export Market Value delete "\$64.0" and insert "\$112.0".

All other terms and conditions of the June 7, 1974 agreement as amended are to remain the same."

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

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

Fathi Ahmed El-Matbouly

Fathi Ahmed El-Matbouly
Minister of Trade

His Excellency
Hermann Frederick Eilts
Ambassador of the United States of America
Cairo.

The American Ambassador to the Egyptian Minister of Trade

CAIRO, EGYPT, May 2, 1975

EXCELLENCY:

I have the honor to refer to the Title I of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, as amended September 12, 1974, November 10, 1974, and April 1, 1975, and to propose that the agreement be further amended as follows:

Part II, Item I, Commodity Table:

For wheat/wheat flour under column marked Supply Period delete "1975" and insert "1975 plus first two months of FY 1976 (through August 31, 1975)".

All other terms and conditions of the June 7, 1974, agreement, as amended, remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

HERMANN FR. EILTS

His Excellency

ZAKARIA TEWFIK ABDUL FATTAH

Minister of Trade

Cairo.

The Egyptian Minister of Trade to the American Ambassador

ARAB REPUBLIC OF EGYPT
MINISTRY OF FOREIGN TRADE
OFFICE OF THE MINISTER

Mo 20

May, 6 , 1975

Excellency,

I have the honour to acknowledge receipt of your letter of May, 2, 1975 which reads as follows:

" I have the honour to refer to the Title 1 of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, as amended September 12, 1974, November 10, 1974, and April 1, 1975, and to propose that the agreement be further amended as follows:

Part II, Item 1, Commodity Table:

For wheat/wheat flour under column marked Supply Period delete "1975" and insert "1975 plus first two months of FY 1976 (through August 31, 1975)".

All other terms and conditions of the June 7, 1974, agreement, as amended, remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply."

I have the honour to inform your excellency that the terms of the foregoing note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's note and the present reply as constituting an agreement between our two governments on this subject, to enter into force on the date of this reply.

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

ZAKARIA MOHAMED TAWFIK ABDUL FATTAH

Zakaria M. Tawfiq
MINISTER OF TRADE

His Excellency
Hermann EILTS
Ambassador of the United States of America
CAIRO.

PAKISTAN

Trade in Cotton Textiles

*Agreement effected by exchange of notes
Signed at Washington May 6, 1975;
Entered into force May 6, 1975;
Effective July 1, 1974.*

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

MAY 6, 1975

EXCELLENCY:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 23, 1973,[¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton textiles from Pakistan to the United States. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton textiles between Pakistan and the United States, to replace and supersede, effective July 1, 1974, the existing Textile Agreement of May 6, 1970, as amended,[²] relating to this trade.

1. The term of this agreement shall be from July 1, 1974, through December 31, 1977. During such term, the Government of Pakistan will limit exports of cotton textiles to the United States, during each agreement period, to aggregate, group, and specific limits, at the levels specified in the following paragraphs.

2. For the first agreement period, constituting the eighteen month period beginning July 1, 1974, and the second agreement period, constituting the twelve month period beginning January 1, 1976, the aggregate limits will be 180,669,500 square yards equivalent and 130,350,000 square yards equivalent, respectively.

3. Within the applicable aggregate limit, the following group limits shall apply:

Group	Limit (in square yards equivalent)	
	1st Period	2nd Period
I Categories 1-27	147,820,500	106,650,000
II Categories 28-64	32,849,000	23,700,000

¹ Should read "December 20, 1973." TIAS 7840; 25 UST 1001.

² TIAS 6882, 7369, 7598, 7640, 7724; 21 UST 1301; 23 UST 1109; 24 UST 891, 1137, 2097, 2099.

4. Within the applicable aggregate and group limits the following specific limits shall apply for the first two agreement periods:

<u>Group I</u>	<u>Limit</u> (in square yards equivalent)			
	<u>1st Period</u>	<u>2nd Period</u>		
Sheeting, carded and combed (Categories 9 and 10)	70, 953, 840		51, 192, 000	
Print cloth (Categories 18, 19 and parts of 26)	31, 535, 040		22, 752, 000	
Twill and sateen, carded and combed (Cats. 22 and 23)		7, 883, 760		5, 688, 000
Barkcloth (parts of Cat. 26)		11, 825, 640		8, 532, 000
Duck (parts of Category 26)		16, 752, 990		12, 087, 000

<u>Group II</u>	<u>Limit</u>			
	<u>1st Period</u>		<u>2nd Period</u>	
	<u>Units</u>	<u>SYE</u>	<u>Units</u>	<u>SYE</u>
Towels, other than shop towels (parts of Cat. 31) No.	18, 420, 000	6, 410, 160	13, 289, 400	4, 624, 711
Apparel sub-group (Cats. 39-63)		16, 424, 500		11, 850, 000
T-shirts (Cats. 41 and 42) Doz.	1, 339, 571	9, 690, 455	966, 478	6, 991, 500

5. For the third agreement period, constituting the twelve month period beginning January 1, 1977, the aggregate, group and specific limits shall be those specified in paragraphs 2, 3 and 4 of this Agreement for the second agreement period increased by 7 percent. The limits referred to in this paragraph are without the adjustments provided for in paragraphs 6 and 7.

6(a) Within the aggregate limit, a group limit may be exceeded in any agreement period by 10 percent.

(b) Within the aggregate and applicable group limits, as they may be adjusted pursuant to this paragraph, specific limits in Categories 1-27 may be exceeded in any agreement period by 10 percent and in Categories 28-64 by 7 percent.

(c) Within the Group II limit, as it may be adjusted under this paragraph, the subgroup level for apparel (Categories 39-63) may be exceeded in any agreement period by 7 percent of the subgroup level.

7(a) In any agreement period, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that period an unused portion of the applicable limit for the previous agreement period (carryover) or a portion of the applicable limit for the succeeding agreement period (carry forward).

- (i) Carryover may be utilized as available up to 11 percent of the receiving period's applicable limits;
- (ii) Carry forward may be utilized up to 6 percent of the receiving period's applicable limits and charged against the next period's applicable limits;

- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving period's applicable limits in any agreement period.

Notwithstanding the foregoing, carryover of shortfalls into the first agreement period shall not be more than 5 percent of the applicable limits for the year ending June 30, 1974, provided for in the Agreement between the Governments concerning trade in cotton textiles of May 6, 1970, as amended.

(b) For purposes of this Agreement, a shortfall occurs when exports from Pakistan to the United States during an agreement period are below the aggregate limits in this Agreement or the limits in force for the year ending June 30, 1974, provided in the Agreement referred to subparagraph (a) above. In the agreement period following the shortfall, exports from Pakistan to the United States may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of subparagraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
 - (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
 - (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.
- (c) The limits referred to in subparagraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 6 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustment permitted by paragraph 6 to the limits for any agreement period.

8(a) In the event of undue concentration in exports from Pakistan to the United States of cotton textiles in any category not given a specific limit which causes real risks of market disruption as defined in Annex A of the Arrangement the Government of the United States of America may request consultation with the Government of Pakistan to determine an appropriate course of action. Until a mutually satisfactory solution is reached, exports in the category in question from Pakistan to the United States starting with the 12-month period beginning on the date of the request for consultation shall be limited. The limit shall be 107 percent of the exports of such products from Pakistan to the United States during the most recent 12-month period preceding the request for consultation and for which statistics are available to our two Governments.

(b) The request for consultations by the Government of the United States of America shall be accompanied by a detailed factual statement of the reasons and justification for its request for consultations. The statement shall include data similar to that contemplated in paragraph I and II of Annex A of the Arrangement Regarding International Trade in Textiles. The relevant data on imports from third countries of the product in question will also be furnished.

(c) This Article of the Agreement will be implemented in such a manner as to achieve the principles and objectives set out in the Arrangement, and will only be resorted to sparingly.

9. The Government of Pakistan shall use its best efforts to space exports from Pakistan to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Pakistan with data on monthly imports of cotton textiles from Pakistan. The Government of Pakistan shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

11. In the implementation of this agreement, the system of categories and the rates of conversion into square yards equivalent listed in Annex B hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the weight or chief value criterion provided in Article 12 of the Arrangement is used, the chief value criterion used by the Government of the United States of America shall apply.

12. The Government of Pakistan and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

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

14. If the Government of Pakistan considers that, as a result of limitation specified in this agreement, Pakistan is being placed in an inequitable position vis-a-vis a third country, the Government of Pakistan may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this agreement. These consultations will begin within 30 days from the date of request, unless mutually agreed otherwise.

15. During the term of this agreement, the Government of the United States of America will not request restraint on the export of

cotton textiles from Pakistan to the United States under Article 3 of the Arrangement. The applicability of the Arrangement to trade in textiles between Pakistan and the United States shall be otherwise unaffected by this agreement.

16. The Government of the United States of America may assist the Government of Pakistan in implementing the limitation provisions of this agreement by controlling imports of cotton textiles covered by the agreement.

17. In accordance with the provisions of Article 12, paragraph 3 of the Arrangement, exports of handloom fabrics of the cottage industry, hand-made cottage industry products made of such hand-loomed fabrics, and traditional folklore handicraft textile products, also known as "Pakistan Items," are not within the purview of this agreement. A list of Pakistan Items with definitions, as identified by representatives of both Governments, is attached to this agreement as Annex C, and will serve as a basis for implementing this provision of the agreement. Additional items may be subsequently added to this list by mutual agreement.

18. The export visa system and certification procedure for hand-made cottage industry products and Pakistan Items, which has been implemented by previous administrative arrangements, will be continued in force.

19. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time to problems which have been the subject of consultations under this agreement or its related documents, either Government may, after notification to the other Government, refer such problems to the Textiles Surveillance Body in accordance with Article 11 of the Arrangement.

20. Either Government may terminate this agreement effective at the end of any agreement period by written notice to the other Government to be given at least 90 days prior to the end of such agreement period. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Pakistan, this note and your note of confirmation on behalf of the Government of Pakistan shall constitute an agreement between the Government of Pakistan and the Government of the United States of America.

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

For the Secretary of State:

JULIUS L KATZ

Enclosures: Annex A
Annex B
Annex C

His Excellency

SAHABZADA YAQUB-KHAN,
Ambassador of Pakistan.

TIAS 8071

ANNEX A

I. Printcloth

Printcloth is a term applied to a plain woven fabric made of singles uncombed yarns. The fabric is not napped, not fancy and not figured. The difference in the yarns per inch of the warp and of the filling does not usually exceed 15. The average yarn number ranges between 27 and 44 per inch.

Printcloth falls under Category 18 "Printcloth, shirting type, 80 x 80 type, carded", Category 19 "Printcloth, shirting type, other than 80 x 80 type, carded"; and under the T.S.U.S.A. numbers of Category 26 "Woven fabric, not elsewhere specified, other, carded" listed below:

T.S.U.S.A. Numbers

- 320. xx 34 Printcloth other than printcloth type shirting, not combed, wholly of cotton, not fancy or figured, not bleached or colored.
- 321. xx 34 Printcloth other than printcloth type shirting, not combed, wholly of cotton, not fancy or figured, bleached but not colored.
- 322. xx 34 Printcloth other than printcloth type shirting, not combed, wholly of cotton, not fancy or figured, colored, whether or not bleached.
- 326. xx 34 Printcloth other than printcloth type shirting, not combed, chief value, but not wholly of cotton, containing silk or man-made or both, not fancy or figured, not bleached or colored.
- 327. xx 34 Printcloth other than printcloth type shirting, not combed, chief value, but not wholly of cotton, containing silk or man-made fibers, or both, not fancy or figured, bleached but not colored.
- 328. xx 34 Printcloth other than printcloth type shirting, not combed, chief value, but not wholly of cotton, containing silk or man-made fibers, or both, not fancy or figured, colored, whether or not bleached.

II. Barkcloth

Barkcloth is a term applied to a fabric most commonly used in the drapery and upholstery fields. The fabric is often made with heavy filling yarns and fine warp yarns with 2 or 3 times as many warp threads as filling threads per inch, or with heavy warp and filling yarns with a fairly even number of warp and filling threads per inch. The weave is of an irregular design with long warp and filling floats resulting in a rough or barklike fabric surface. Barkcloth is most commonly woven with 6 harnesses but should it be advantageous to do so, could easily be produced with 8 or more harnesses.

Barkcloth-type fabrics are those fabrics classified as "Woven fabrics, not elsewhere specified, other, carded" and which fall under

the numbers of the Tariff Schedule of the United States (T.S.U.S.A.) listed below. For administrative purposes, barkcloth-type fabrics shall be considered as including all fabrics falling under these numbers. Schedule 3 of the T.S.U.S.A., including revisions through supplement No. 4, which gives the complete definitions applicable to these numbers is attached. All yarns counts, represented by the fourth and fifth digits ("xx") of the following numbers and specifically described in Schedule 3 of the T.S.U.S.A., are included in the restraint action.

T.S.U.S.A. Numbers

320.	xx88
321.	xx88
322.	xx88
323.	xx88
324.	xx88
325.	xx88
326.	xx88
327.	xx88
328.	xx88
329.	xx88
330.	xx88
331.	xx88
320.	xx92
321.	xx92
322.	xx92
323.	xx92
324.	xx92
325.	xx92
326.	xx92
327.	xx92
328.	xx92
329.	xx92
330.	xx92
331.	xx92

ANNEX B

Category	Description	Unit	Conversion Factor
1	Yarn, carded, singles	Lb.	4. 6
2	Yarn, carded, plied	Lb.	4. 6
3	Yarn, combed, singles	Lb.	4. 6
4	Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	1. 0
6	Gingham, combed	Syd.	1. 0
7	Velveteen	Syd.	1. 0
8	Corduroy	Syd.	1. 0
9	Sheeting, carded	Syd.	1. 0
10	Sheeting, combed	Syd.	1. 0
11	Lawn, carded	Syd.	1. 0
12	Lawn, combed	Syd.	1. 0
13	Voile, carded	Syd.	1. 0
14	Voile, combed	Syd.	1. 0
15	Poplin and broadcloth, carded	Syd.	1. 0
16	Poplin and broadcloth, combed	Syd.	1. 0
17	Typewriter ribbon cloth	Syd.	1. 0
18	Print cloth, shirting type, 80 x 80 type, carded	Syd.	1. 0
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syd.	1. 0
20	Shirting, Jacquard, or dobby, carded	Syd.	1. 0
21	Shirting, Jacquard or dobby, combed	Syd.	1. 0
22	Twill and sateen, carded	Syd.	1. 0
23	Twill and sateen, combed	Syd.	1. 0
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	1. 0
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	1. 0
26	Woven fabric, other, carded	Syd.	1. 0
27	Woven fabric, other, combed	Syd.	1. 0
28	Pillowcases, not ornamented, carded	No.	1. 084
29	Pillowcases, not ornamented, combed	No.	1. 084
30	Dish towels	No.	. 348
31	Other towels	No.	. 348
32	Handkerchiefs, whether or not in the piece	Doz.	1. 66
33	Table Damask and manufactures	Lb.	3. 17
34	Sheets, carded	No.	6. 2
35	Sheets, combed	No.	6. 2
36	Bedspreads and quilts	No.	6. 9
37	Braided and woven elastics	Lb.	4. 6
38	Fishing nets and fish netting	Lb.	4. 6
39	Gloves and mittens	Doz. Prs.	3. 527
40	Hose and half hose	Doz. Prs.	4. 6
41	T-shirts, all white, knit, men's and boys'	Doz.	7. 234
42	T-shirts, other, knit	Doz.	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Shirts, dress, not knit, men's and boys'	Doz.	22. 186
46	Shirts, sport, not knit, men's and boys'	Doz.	24. 457
47	Shirts, work, not knit, men's and boys'	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Doz.	50. 0
49	Other coats, not knit	Doz.	32. 5

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	Doz.	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's, girls' and infants'	Doz.	17. 797
52	Blouses, not knit	Doz.	14. 53
53	Dresses (including uniforms), not knit	Doz.	45. 3
54	Playsuits, washsuits, sunsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25. 0
55	Dressing gowns, including bathrobes, beach robes, housecoats and dusters, not knit	Doz.	51. 0
56	Undershirts, knit, men's and boys'	Doz.	9. 2
57	Briefs and undershorts, men's and boys'	Doz.	11. 25
58	Drawers, shorts and briefs, knit, n.e.s.	Doz.	5. 0
59	All other underwear, not knit	Doz.	16. 0
60	Pajamas and other nightwear	Doz.	51. 96
61	Brassieres and other body-supporting garments	Doz.	4. 75
62	Wearing apparel, knit, n.e.s.	Lb.	4. 6
63	Wearing apparel, not knit, n.e.s.	Lb.	4. 6
64	All other cotton textiles	Lb.	4. 6

ANNEX C

Definition

“Pakistan items” are those items that are uniquely and historically traditional Pakistani products cut, sewn or otherwise fabricated by hand in the cottage industry. They are limited to the products enumerated below and such other items as may be agreed upon from time to time.

List of Pakistan Items

1. Shisha Embroidered Dresses—Traditional mirror embroidery on plain, printed or striped material, worn by the people of Sind and Baluchistan. Short, medium or long in length according to the areas from which they come.
2. Dastkari Kurta and/or Gharara—A Kurta is a type of halter blouse worn with the Gharara. A Gharara is a traditional form of the pajama worn by ladies of the Moghul courts. Each leg of the Gharara measures about one yard across the bottom opening. Both made of cotton material with multi-colored embroidery and with drawstrings at the top and waist, in the tradition of the Moghul Kings.
3. Multani Kurta—Crochet worked shorts or long tunic worn by the peasants in Punjab. Crocheted work located at the neck and front and has triangular inserts at the armpits.
4. Embroidered Kurta—Type of shirt or loose tunic worn throughout Pakistan over loose trousers. Is embroidered in different

- colors. Adapted from Angarkha by King Ahmad Shah Abdali. Worn short or long and has triangular inserts at the armpits.
5. Multani Choli—(If in part of set) Fitted blouse worn with either a Lungi (i.e. a scarf) or Sari in Punjab & Sind. Choli is embroidered in different colors or hand printed, tied either in front or back.
 6. Rilli Kurta—Kurta of heavy fabric with patchworked decorations appliqued by hand, worn by the women of Sind.
 7. Burga—Loose tunic or dress with hood attached worn by ladies when going out of the house. Worn as an outer covering an often gaily embroidered or hand printed.
 8. Quetta Jackets—Loose vest worn over Kurta by men and women. Made either of printed material or of embroidered material with mirrors on plain colors.
 9. Ghagra—Ankle length, loose fitting skirt with drawstrings around the waist or hooks worn with either a fitted or loose choli, with traditional colors embroidered or hand printed. Work in the Tharparkar area of Sind.
 10. Batwa—(Drawstring pouches, bags, purses and string bags). Accessories for all Pakistani dresses for carrying betel nuts and other personal things. Gaily printed or hand embroidered or with mirrors, or made with colored strings.
 11. Shindhi Julaba—Very loose ankle length garment in handloom or hand-blocked material with a hood attached, with tie string at V opening in neck and side slits at lower part extending to lower hem. Worn with or without hood in the villages of Sind and can also be embroidered.
 12. Izarban—Cotton belt in multi colored continuous lengths of unwoven threads.
 13. Baluchi Kameez—Embroidered top worn by the women of Baluchistan over Shalwar or Turkish trousers. Flared tunic with extra wide sleeves tapering to a buttoned cuff.
 14. Cotton Embroidered Kaftan—Kaftan in the traditional embroidery of Multan, Makran, Derz Ghazi Khan and Nuchki. Long, loose fitting dress with embroidery around top and bottom with side slits of about 18 inches to the lower hem.
 15. Cholistan Kurta—Colorful striped heavy, unbleached fabric worn by the camel drivers of the Cholistan Desert with stand up collar band and sleeves made into the body of the garment.
 16. Chilaf—Embroidered decorative tubular case open at both ends with drawstring enclosures.
 17. Dupatta—(If in part of a set) Long scarf about 4 feet or more long and three feet or more wide of thin cotton fabric with colorful design worn by women to cover the head.
 18. Cimmerband—Antique and embroidered wide belts worn around the waist, with heavy mirrored embroidery.

The Pakistani Ambassador to the Secretary of State



AMBASSADOR-OF PAKISTAN

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

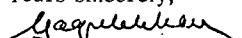
May 6, 1975

Excellency,

I refer to your note proposing an agreement on Trade in Cotton Textiles between our two Governments.

I confirm that your proposal is acceptable to my Government, and that your note and this note in reply constitute an agreement between our two Governments.

Yours sincerely,


(Sahabzada Yaqub Khan)

The Honorable
Dr. Henry A. Kissinger,
Secretary of State,
The Department of State,
Washington DC 20520

SAUDI ARABIA
Technical Cooperation

*Agreement signed at Riyadh February 13, 1975;
Entered into force May 12, 1975.*

TECHNICAL COOPERATION AGREEMENT

BETWEEN THE

GOVERNMENT OF THE ROYAL KINGDOM OF SAUDI ARABIA

AND THE

GOVERNMENT OF THE UNITED STATES OF AMERICA

Whereas, the Government of Saudi Arabia and the Government of the United States have expressed their readiness to expand cooperation in the fields of economics, technology, and industry, and whereas, the Government of Saudi Arabia and the Government of the United States wish to regularize procedures for such cooperation; and whereas, the Second Deputy President of the Council of Ministers and Minister of the Interior of Saudi Arabia and the Secretary of State of the United States have agreed to the establishment of a Joint Commission on Economic Cooperation to be headed by the Secretary of the Treasury of the United States and by the Minister of State for Finance and National Economy for Saudi Arabia; and whereas, this Agreement will provide a mechanism to facilitate the furnishing of technical

and advisory services to implement the goals
of the Joint Commission, and other mutual
objectives of the two Governments.

It is hereby agreed that:

1. The Government of the United States will
make available to the Government of Saudi Arabia,
for the purpose of assisting the Government of
Saudi Arabia in the development of its economic
and human resources, advisors for the provision
of such professional and technical advisory
services as may be mutually agreed between the
Government of Saudi Arabia and the Government
of the United States. Advisors may be furnished
from within or from outside the Government of
the United States.

Services provided under this article
may include training in the United States or
visits designed to assist in the acquisition of
specialized technical or professional knowledge,
for citizens selected by the Government of
Saudi Arabia.

2. The two governments, in consultation, shall adopt mutually agreeable organizational arrangements to facilitate cooperative implementation of this Agreement, and each side shall designate appropriate administrative entities to deal with each other in fulfilling the provisions of this Agreement.

3. Accord may be reached between the two governments in the context of this agreement that the United States Government, if so requested by the Government of Saudi Arabia, will undertake the preparation of technical or economic studies of specific development projects and provide technical and professional services for the implementation of these projects in accordance with mutually agreed cost estimates and the provisions of this agreement. Should such accord be reached, the Government of Saudi Arabia shall defray any and all costs to the Government of the United States arising from such activities including indirect costs, planning costs, and the costs of project termination, and exempt the United States Government from any taxes on ownership or use of property and any customs duties, import and export taxes or any other taxes or similar charges in Saudi Arabia.

4. The Government of the United States

may assign such personnel to Saudi Arabia as may be necessary to provide adequate administrative and staff support to carry out the purposes of this Agreement. The Government of Saudi Arabia will defray all costs of providing such administrative and staff support.

5. (a) The Government of Saudi Arabia
will establish a dollar trust account in the United States Treasury and provide in such account, in advance, the full amount of funds necessary to cover the cost described in Article 3, or any increased cost under any mutually agreed increased cost estimate. The Government of the United States may draw on this account to defray the costs as incurred by the Government of the United States in providing such services.

(b) Any funds required by the Government of the United States to pay costs to be defrayed by the Government of Saudi Arabia under Article 4, including any payments to the Government of the United States employees, shall be deposited by

the Government of Saudi Arabia in the trust account in such amounts and at such times as are mutually agreed and the Government of the United States may draw on the account for this purpose in the amount so agreed.

(c) The Government of the United States shall provide to the Government of Saudi Arabia a statement at the end of each six months period during which the trust account is operative of funds in the account at the beginning of such period, disbursements from the account during such period, and the balance in the account at the end of such period.

(d) In no event shall the Government of the United States be obligated to provide services under this Agreement for which funds are not available in the trust account.

6. If, upon termination of this Agreement, there are funds remaining in the trust account after all costs have been defrayed and all liabilities satisfied, such funds shall be refunded to the Government of Saudi Arabia.

7. American employees of the Government

of the United States who are: (1) assigned to perform services under this Agreement, or (2) assigned to provide support for such personnel will be considered attached to the Embassy of the United States of America in the Kingdom of Saudi Arabia and they and their dependents in the Kingdom of Saudi Arabia shall be entitled to the privileges and immunities accorded to personnel of the Embassy of comparable rank and category. Such privileges shall not extend to employees of establishments or corporations under contract to the Government of the United States or the Government of Saudi Arabia in accord with this Agreement.

8. When requested by either government,

representatives of both governments will meet to review progress toward meeting the purpose of this Agreement, and to negotiate solutions to any outstanding problems.

9. (a) The Government of Saudi Arabia

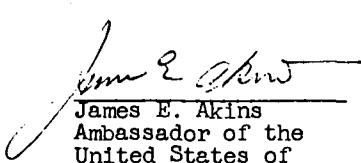
agrees that no claim will be brought by the Government of Saudi Arabia against the Government of the United States or its employees that may arise as a result of the technical services furnished under this Agreement, and further agrees to hold the Government of the United States harmless against any and all claims that may arise as a result of the technical services furnished under this Agreement.

(b) The Government of Saudi Arabia reserves the right to bring any claims it has against any private persons, individual or corporate, performing services under this Agreement, and the Government of the United States should exercise reasonable efforts including assigning rights of the Government of the United States to facilitate the foregoing.

10. After being officially promulgated in Saudi Arabia and after the Government of Saudi Arabia has provided written notice thereof to the United States Government, this Agreement shall remain in effect for five years from the date of signature, subject to revision or extension, as mutually agreed, and may be terminated at any time by either government by one hundred and eighty days advance notice in writing.

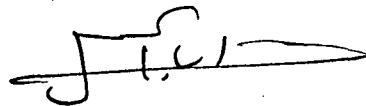
In witness whereof, the parties hereto have executed at Riyadh, Saudi Arabia, this agreement on technical cooperation on the thirteenth day of February, 1975, which is the second of Safar 1395 Hegira.

For the Government of
the United States of
America

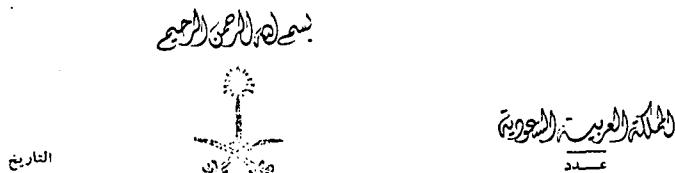


James E. Akins
Ambassador of the
United States of
America

For the Government of
the Royal Kingdom of
Saudi Arabia



Mohammed Aba al Khayl
Minister of State for
Finance and National
Economy



حكومة المملكة العربية السعودية

9

حكومة الولايات المتحدة الأمريكية

حيث ان حكومة المملكة العربية السعودية وحكومة الولايات المتحدة قد اعربتا عن استعدادهما لتوسيع التعاون في مجالات الاقمار والتكنولوجيا والصناعة.

وحيث ان النائب الثاني لرئيس مجلس الوزراء ووزير الداخليه في المملكة العربية السعوديه وزير خارجية الولايات المتحدة، قد اتفقا على تكوين لجنة مشتركة للتعاون الاقتصادي بينهما كل من وزير الخزانة في الولايات المتحدة ووزير الدخلة للشؤون المالية والاقتصاد الوطني عن المملكة العربية السعودية .

ولما كانت هذه الاتفاقية كفيلة بتسهيل تقديم الخدمات الفنية والاستشارية لتنفيذ الهدف للجنة المذكورة وغير ذلك من الأهداف المشتركة للحكومتين، فقد اتفق بهذه على ما يلي :

السادسة الاولى :

ستؤدي حكومة الولايات المتحدة لحكومة المملكة العربية السعودية، بفرض مساعدتها في تطوير قطاعاتها الاقتصادي والبشري، مستشارين من أجل تقديم الخدمات المدنية والفنية التي يتفق عليها بين الحكومتين. ويحوز تأمين المستشارين داخل حكومة الولايات المتحدة أو من خارجها. ويمكن أن تشمل الخدمات المقدمة بموجب هذه المادة التدريب في الولايات المتحدة أو في زيارات الهداف إلى معاونة نخبة مختارة من موظفين الحكومية العربية السعودية في اكتساب المعرفة المتخصصة الثانية أو المبنية.

السادسة عشر

ستضع الحكومتان، بالتشاور فيما بينهما، ترتيبات تنظيمية متغّرّبة من أجل تسهيل التنفيذ التعاوني لهذه الاتفاقية، وسيعین كل طرف جهة ادارية مناسبة تمتلك في تعامله مع الطرف الآخر لتنفيذ احكام هذه الاتفاقية.

لamarة الثالثة:

يجوز الاتفاق بين الحكومتين في إطار هذه الاتفاقية على قيام حكومة الولايات

المتحدة تخدم اعداد الدراسات الفنية والاقتصادية لمشاريع ائتمانية معينة ، والتزويد بخدمات فنية ومهنية لتنفيذ هذه المشاريع اذا طلبت حكومة المملكة العربية السعودية بذلك طبقاً لتكاليف مقدرة ومتفق عليها بين الطرفين وطبقاً لنصوص هذه الاتفاقية فازاً تم التوصل الى مثل هذا الاتفاق ، فإن حكومة المملكة العربية السعودية ستدفع جميع التكاليف المترتبة على حكومة الولايات المتحدة نتيجة هذه الاعمال بما في ذلك النفقات غير المباشرة وتكاليف التخطيط ، وتكاليف أنها "الشرع واعفاً" حكومة الولايات المتحدة من أية ضرائب على الملكية او اتفاق بالاملاك ، وأية رسوم جمركية ، وضرائب الاستيراد والتصدير او أي ضرائب أخرى أورسوم مماثلة في المملكة العربية السعودية .

المادة الرابعة:

يجوز لحكومة الولايات المتحدة أن تستدعي للعمل في المملكة العربية السعودية أولئك الموظفين اللازمين لتقديم الدعم الاداري والوظيفي المناسب لاغراض هذه الاتفاقية وستتحمل حكومة المملكة العربية السعودية جميع تكاليف تقديم مثل هذا الدعم الاداري والوظيفي .

المادة الخامسة:

أ - ستفتح الحكومة العربية السعودية حساب ائتمان بالدولار في الخزينة الأمريكية وتوفر من في ذلك الحساب ، مقدماً ، كامل الاموال اللازمة لتفعيل النفقات البينية في المادة "٣" أو أية زيادة في التكاليف طبقاً لأى تغير للزيادة في التكاليف وافق عليه الطرفان ويجوز للحكومة الأمريكية أن تسحب على هذا الحساب لدفع النفقات التي تتطلبها من أجل تقديم تلك الخدمات .

ب - ان أية اموال تحتاجها الحكومة الأمريكية لدفع النفقات التي ستتحملها الحكومة العربية السعودية بموجب المادة "٤" بما في ذلك أية رفعمات الى موظفي الحكومة الأمريكية ، سيتم ايداعها من قبل الحكومة العربية السعودية في حساب الائتمان بالمقابر والمواعيد التي يتفق عليها الطرفان ، ويجوز للولايات المتحدة السحب من هذا الحساب لهذا الغرض بالبالغ المتفق عليها .

ج - ستقدم الحكومة الأمريكية لحكومة المملكة العربية السعودية في نهاية كل ستة شهور يكون اثنان ها حساب الائتمان ناخد المفول كشفاً بالاموال الموجودة في الحساب عند بداية الفترة ، المنصرفات منه اثنان ها ، والرصيد المتبقى فيه بنهاية تلك الفترة .

د - لن تكون الحكومة الامريكية ملزمة بأى حال من الاحوال أن تقدم بموجب هذه الاتفاقية خدمات لم تود الاموال الالزامية لها في حساب الايتمان .

المادة السادسة :

اذا بقى في حساب الايتمان عند انتهاء هذه الاتفاقية وبعد دفع جميع النفقات وتسديد كافة الديون أية اموال ، فان هذه الاموال ستتمだ الى الحكومة العربية السعودية .

المادة السابعة :

ان موظفى الحكومة الامريكية (أ) المكلفين باراد خدمات بموجب هذه الاتفاقية او (ب) المكلفين بتقديم الدعم لأولئك الموظفين سيمتبرون ملحقين بسفارة الولايات المتحدة الامريكية في المملكة العربية السعودية ، وسيحق لهم ولا فراد أسرهم الذين يعولونهم والمقربين بالسلطة التسبح بالامتيازات والخصائص المنوحة لموظفى السفارة من ذوى الرتب والفاتحات المساوية ، ولا تشتمل هذه الامتيازات موظفى موسسات أو شركات مشتركة مع حكومة الولايات المتحدة أو الحكومة العربية السعودية بمعتضى هذه الاتفاقية .

المادة الثامنة :

عند طلب أى من الحكومتين يجتمع ممثلو الحكومتين لاستعراض التقدم الذى أحقرز تنفيذا لاغراض هذه الاتفاقية ولمناقشة الحلول لأى مشاكل قائمة .

المادة التاسعة :

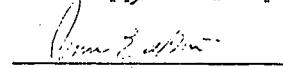
أ - توافق الحكومة العربية السعودية على أن لا تتقىم بأية دعاوى ضد الحكومة الامريكية أو موظفها قد تنشأ نتيجة للخدمات الغنية المقدمة بموجب هذه الاتفاقية وتوافق ايضا على اعفاء الحكومة الامريكية من مسؤولية أية دعاوى تترب على الخدمات الغنية المقدمة بموجب هذه الاتفاقية .

ب - تحتفظ الحكومة العربية السعودية بحق اقامه أية دعاوى ضد أى اشخاص أو افراد أو هيئات خاصة تودى خدمات بموجب هذه الاتفاقية ، ويتعين على الحكومة الامريكية ممارسة جهود معقوله بما فى ذلك التنازل عن حقوقها لتسهيل ما ذكر .

المادة العاشرة :

ستبقى هذه الاتفاقية بعد تصديقها رسمياً وبعد أن ترسل حكومة المملكة العربية السعودية مذكرة مكتوبة بذلك إلى حكومة الولايات المتحدة نافذةً منمول لمدة خمس سنوات من تاريخ توقيتها، قابلة للتعديل أو التمديد حسبما يتفق الطرفان، ويجوز إنهاؤها في أي وقت من قبل أي من الحكومتين وللباخطارها الحكومة الأخرى خطياً قبل مائة وثمانين يوماً من انها^ء الاتفاقية.

نأكيد لما تقدم وقع طرفا هذه الاتفاقية الخاصة بالتعاون الفنى في الريـانـى فى هذا اليوم الثانى من شهر صفر عام ١٣٩٥هـ الموافق لليوم الثالث عشر من شهر فبراير سنة ١٩٧٥م.

عن حکومـةـة السـلـكـةـ العـرـبـيـةـ السـعـودـيـةـ	عن حکومـةـة الـلـوـلـاـتـ الـمـتـحـدـةـ الـأـمـرـيـكـيـةـ
	
محمد داـبـاـ الخـيـلـ وزير الـلـوـلـاـتـ الـمـتـحـدـةـ الـأـمـرـيـكـيـةـ	جـيمـسـ إـلـيـكـنـسـ سـيـرـ الـلـوـلـاـتـ الـمـتـحـدـةـ الـأـمـرـيـكـيـةـ

HONDURAS

Military Assistance: Payments Under Foreign Assistance Act of 1973

*Agreement effected by exchange of notes
Dated at Tegucigalpa May 9, 1974 and May 15, 1975;
Entered into force May 15, 1975;
Effective July 1, 1974.*

*The American Embassy to the Honduran Ministry of Foreign
Relations*

No. 053

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Honduras and has the honor to refer to recent discussions between representatives of the two Governments regarding a new provision of United States law which prohibits the United States Government from furnishing defense articles on a grant basis to the Government of Honduras, or any other government, unless the Government of Honduras shall have agreed to pay to the United States Government the net proceeds of sale received by the Government of Honduras in disposing of defense articles so furnished.

In accordance with the new statutory provision, it is proposed that the Government of Honduras agree that the net proceeds of sale received by the Government of Honduras in disposing of any weapon, weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense article, received heretofore or hereafter under the Military Assistance Program of the United States Government will be paid to the United States Government and shall be available to pay all official cost of the United States Government payable in the currency of the Government of Honduras, including all costs relating to the financing of international educational and cultural exchange activities in which the Government of Honduras participates.

It is understood that this agreement does not affect any prior agreement by the Government of Honduras to return to the United States Government any defense articles furnished by the United States Government on a grant basis when such articles are no longer needed for

the purposes for which they were furnished, without the consent of the United States Government to another disposition.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Honduras shall, together with this Note, constitute an Agreement between our Governments on this subject, to be effective from and after July 1, 1974.

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

R D D

EMBASSY OF THE UNITED STATES OF AMERICA
TEGUCIGALPA, D.C., *May 9, 1974*

*The Honduran Ministry of Foreign Relations to the American
Embassy*

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

OFICIO No. 829-SAC

El Ministerio de Relaciones Exteriores de la República de Honduras, saluda muy atentamente a la Honorable Embajada de los Estados Unidos de Norte América y tiene el agrado de referirse a la Nota #53 de fecha 9 de mayo de 1974, mediante la cual hace mención a la disposición Legislativa que prohíbe al Ilustrado Gobierno de los Estados Unidos de Norte América, suministrar artículos de defensa con carácter de donación a cualquier Gobierno a menos que paguen los réditos netos de venta recibidos por el Gobierno que sea, al disponer de los artículos de defensa suministrados.

En tal virtud, con la opinión favorable del Señor Jefe de las Fuerzas Armadas, se le informa a esa Honorable Embajada, para que la haga del conocimiento de su Ilustrado Gobierno, que el Gobierno de Honduras acepta los nuevos requisitos de elegibilidad para el Programa de Asistencia Militar (MAP), establecidos por el Congreso de los Estados Unidos como adición a la ley en 1974.

El Ministerio de Relaciones Exteriores de la República de Honduras, reitera a la Honorable Embajada de los Estados Unidos de Norte América las muestras de su más alta y distinguida consideración.

Tegucigalpa, D. C. 15 de mayo de 1975



*A la Honorable
Embajada de los Estados Unidos de Norte América
C i u d a d .*

TRANSLATION

DEPARTMENT OF FOREIGN RELATIONS
of the
REPUBLIC OF HONDURAS

Note No. 829-SAC

The Ministry of Foreign Affairs of the Republic of Honduras presents its compliments to the Embassy of the United States of America and takes pleasure in referring to note #53 dated May 9, 1974, concerning the statutory provision which prohibits the United States Government from furnishing defense articles on a grant basis to any Government unless it pays the net proceeds of sale received by it in disposing of defense articles so furnished.

In accordance therewith, and with the favorable opinion of the Chief of the Armed Forces, it is hereby stated to the Embassy, for the information of its Government, that the Government of Honduras accepts the new eligibility requirements under the Military Assistance Program (MAP) added by the Congress of the United States to the Act in 1974. [¹]

The Ministry of Foreign Affairs of the Republic of Honduras renews to the Embassy of the United States of America the assurances of its highest and most distinguished consideration.

Tegucigalpa, May 15, 1975

[Seal] [Initialed]

Embassy of the United States of America,
Tegucigalpa.

¹88 Stat. 1795; 22 U.S.C. § 2151 note.

ASIAN DEVELOPMENT BANK

**Finance: Contribution to the Multi-Purpose
Special Fund**

Agreement amending the agreement of April 19, 1974.

Effectuated by exchange of letters

*Signed at Washington December 23, 1974 and at Manila
April 1, 1975;*

Entered into force April 1, 1975.

The Secretary of the Treasury to the President of the Asian Development Bank



THE SECRETARY OF THE TREASURY
WASHINGTON

DEC 23 1974

Dear President Inoue:

[¹]

As you know, on April 19, 1974, a Contribution Agreement was concluded between the United States and the Asian Development Bank providing for a United States contribution of fifty million dollars to the Multi-Purpose Special Fund. In June of this year, the United States made these funds available to the Asian Development Bank.

In order to enable the United States to contribute an additional installment of \$50 million to the Multi-Purpose Special Fund when funds are appropriated, we wish to propose that the Contribution Agreement be amended by agreement between the United States and the Bank as provided by Article VIII of the Agreement. I would propose that the following language be substituted for Paragraphs A and B of Article I of the Agreement:

"A. The Contributor agrees to contribute to the Multi-Purpose Special Fund an amount of ONE HUNDRED MILLION UNITED STATES DOLLARS (U.S. \$100,000,000) (hereinafter called the Contribution).

B. The Contribution shall be made available to the Bank in two installments of FIFTY MILLION UNITED STATES DOLLARS (U.S. \$50,000,000) each in the form of non-negotiable, non-interest bearing letters of credit which shall be payable to the Bank at par value on demand. The first installment shall be made available to the Bank within 90 days after this Agreement comes into force and effect; the second installment within 30 days after the completion of legislative procedures in the United States."

All the other provisions of the Agreement would remain in full force and effect and would apply to the \$100 million contribution of the United States to the Multi-Purpose Special Fund. In particular,

¹ TIAS 7903; 25 UST 1672.

I should like to note that pursuant to Article VII of the Agreement, it is our intention to transfer the second installment of \$50 million to the Asian Development Fund promptly after the funds are made available to the Multi-Purpose Special Fund.

I would appreciate confirmation that you agree to the proposed amendments to the Agreement so that they may come into force and effect.

Sincerely yours,
WILLIAM E. SIMON

William E. Simon

The Honorable
Shiro Inoue
President
Asian Development Bank
Manila, Philippines

*The President of the Asian Development Bank to the Secretary of
the Treasury*



ASIAN DEVELOPMENT BANK
9330 Roxas Boulevard, Pasay City, Philippines
P. O. Box 700, Manila, Philippines

1 April 1975

The Honorable William E. Simon
Secretary of the Treasury
Washington, D.C.

Dear Secretary Simon:

In your letter to me of December 23, 1974, you proposed certain amendments to the Contribution Agreement concluded on April 19, 1974 between the United States and the Asian Development Bank, providing for a United States contribution of \$50 million to the Bank's Multi-Purpose Special Fund. The effect of the proposed amendments will be to increase the United States contribution by a further \$50 million, to be made available to the Bank within 30 days after the completion of legislative procedures in the United States.

I am pleased to confirm the Bank's agreement to the amendments proposed in your letter. I understand that these amendments will come into force and effect as of the date of this confirmation. I understand also that, since the requisite legislative procedures in the United States have now been completed, we may expect to receive the additional \$50 million shortly.

On behalf of the Bank, I wish to express sincere appreciation to the United States Government for this further contribution, which constitutes a vital addition to the Bank's Special Funds resources. I look forward to receiving in due course the instrument transferring the contribution to the Asian Development Fund, as mentioned in the penultimate paragraph of your letter.

Yours sincerely,

Shiro Inoue
Shiro Inoue
President

UNITED NATIONS EDUCATIONAL, SCIENTIFIC
AND CULTURAL ORGANIZATION

Reimbursement of Income Taxes

*Agreement effected by exchange of letters
Signed at Paris April 4 and 17, 1972;
Entered into force April 17, 1972.*

The Acting United States Permanent Representative to the United Nations Educational, Scientific and Cultural Organization to the Director General, United Nations Educational, Scientific and Cultural Organization

UNITED STATES PERMANENT REPRESENTATIVE TO UNESCO

1. RUE MIOLLIS
PARIS 15. FRANCE

APRIL 4, 1972

The Honorable
RENÉ MAHEU
Director General
UNESCO

DEAR MR. DIRECTOR GENERAL:

I refer to your letter of January 19, 1972, [¹] to Pierre R. Graham, U.S. Permanent Representative to UNESCO, who is now on home leave in the United States, on the subject of a new procedure for the reimbursement by UNESCO of United States Income Tax to equalize remuneration between U.S. nationals and other staff members of the Secretariat.

The Permanent Delegation has been authorized by the Department of State to suggest the following wording to serve as a formal agreement with UNESCO to establish a new procedure for handling tax reimbursements:

"The U.S. Government understands that UNESCO will deduct any tax reimbursement to U.S. citizens who are staff members of UNESCO

¹ Not printed.

from U.S. equity in the Working Capital Fund in accordance with para (f) of 16 C/Resolution 17 and such other resolutions as may be adopted from time to time by the General Conference pursuant to Article 6.2 of the Financial Regulations of UNESCO. The U.S. Government would then be obligated to bring its equity in the fund up to the required level in accordance with applicable regulations."

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and UNESCO regulating this tax reimbursement procedure.

Sincerely yours,

RUPERT PROHME

Rupert Prohme
Acting U.S. Permanent Representative

The Director General, United Nations Educational, Scientific and Cultural Organization, to the United States Permanent Representative to the United Nations Educational, Scientific and Cultural Organization

DG/5.2/3
JP/5215

APRIL 17, 1972

DEAR MR. GRAHAM,

I wish to acknowledge the letter of 4 April 1972 in which Mr. Prohme set forth the text proposed by the State Department to serve as a formal agreement to establish a new procedure for the refund to UNESCO of sums reimbursed by the Organization to its staff members in respect of United States Income Tax.

This letter will serve to indicate by concurrence with the text proposed by the State Department and this exchange of letters will constitute an agreement between the Government of the United States and UNESCO regulating the tax reimbursement procedure.

May I take this opportunity to thank you for your attention to this matter and to express my satisfaction at the rapid and simple solution which your Government has found to this problem.

Yours sincerely,

RENÉ MAHEU

René Maheu

Mr. PIERRE ROBERT GRAHAM
*United States Permanent Representative
to UNESCO
UNESCO House*

INTERNATIONAL TELECOMMUNICATION UNION

Reimbursement of Income Taxes

*Agreement effected by exchange of letters
Signed at Geneva April 2 and 7, 1975;
Entered into force April 7, 1975;
Effective January 1, 1974.*

*The United States Permanent Representative to International
Organizations to the Secretary General, International
Telecommunication Union*

APRIL 2, 1975

The Honorable
MOHAMED MILI
*Secretary General
International Telecommunication Union
Place des Nations
Geneva*

DEAR MR. MILI:

I have been authorized to inform you that the United States Government can reimburse the International Telecommunication Union for the sums utilized to reimburse personnel subject to payment of U.S. income tax in order to equalize the remuneration between such personnel and staff members of the ITU not subject to national taxes. To do this, I propose below a formal agreement establishing the procedure:

"The United States Government understands that the International Telecommunication Union (ITU) will pay any tax reimbursements to U.S. citizens or others liable to pay U.S. income taxes who are staff members of the ITU through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the ITU to compensate this special suspense account. This charge will cover actual reimbursements made by the ITU to employees subject to U.S. income taxes. This agreement does not cover ITU employees paid from voluntary funds."

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and the International Telecommunication Union formalizing the tax reimbursement procedure which will enter into force retroactively as of January 1, 1974.

Sincerely yours,

FRANCIS L. DALE

Francis L. Dale
*U.S. Permanent Representative
to International Organizations*

*The Secretary-General, International Telecommunication Union, to
the United States Permanent Representative to International
Organizations*



UNION INTERNATIONALE DES TELECOMMUNICATIONS
INTERNATIONAL TELECOMMUNICATION UNION
UNIÓN INTERNACIONAL DE TELECOMUNICACIONES



Place des Nations | Téléphone National (022) 34 60 21
1211 Genève 20 | International + 41 22 34 60 21 | Te: Bureau Geneve
Fax: 23 000 / 23 000 a uch

SECRÉTARIAT GÉNÉRAL

Genève, le -7 AVR. 1975

Référence à rappeler dans la réponse
When replying, please quote
Indiquer en la référence cette référence

| N° 3090

Mr. Francis L. DALE
U.S. Permanent Representative
to International Organizations
80, rue de Lausanne

1202 Geneva

Dear Mr. Ambassador,

I wish to acknowledge the letter of 2 April 1975
in which you set forth the text proposed by the State
Department to serve as a formal agreement to establish a
procedure for the refund to I.T.U. of sums reimbursed by
the Organization to its staff members in respect of United
States Income Tax.

This letter will serve to indicate my concurrence
with the text proposed by the State Department and
this exchange of letters will constitute an agreement
between the Government of the United States and I.T.U.
regulating the tax reimbursement procedure.

May I take this opportunity to thank you for your
attention to this matter and to express my satisfaction
at the rapid and simple solution which your Government
has found to this problem.

Yours sincerely,

M. MILI
Secretary-General

TIAS 8076

INTERNATIONAL COTTON ADVISORY COMMITTEE

Reimbursement of Income Taxes

*Agreement effected by exchange of letters
Signed at Washington March 28 and May 1, 1974;
Entered into force May 1, 1974.*

The Assistant Secretary of State for the Bureau of International Organization Affairs to the Executive Director, International Cotton Advisory Committee

ASSISTANT SECRETARY OF STATE
WASHINGTON

28 MAR 1974

Mr. J. C. SANTLEY
*Executive Director
International Cotton Advisory Committee
South Agriculture Building
Washington, D.C. 20250*

DEAR MR. SANTLEY:

This is in reply to your letter of March 5 [¹] regarding Federal income taxes paid by United States citizens employed by your Committee.

I can confirm that the United States will reimburse the ICAC for the amount it expends to reimburse its employees for their U.S. Federal income tax payments, subject to appropriation of funds by the Congress. Unfortunately, this could not begin with the fiscal year starting July 1, 1974 (Fiscal 1975), as our budget for that year has already been prepared and does not include this item. We will, however, include it in our Fiscal 1976 request.

¹ Not printed.

I suggest that you show the amount needed for this purpose as a separate item in your request for payment from the United States for Fiscal 1976 subsequent years.

Sincerely,

WILLIAM B. BUFFUM

William B. Buffum
Bureau of International Organization Affairs

*The Executive Director, International Cotton Advisory Committee,
to the Assistant Secretary of State for the Bureau of International
Organization Affairs*

INTERNATIONAL COTTON ADVISORY COMMITTEE
SOUTH AGRICULTURE BUILDING
WASHINGTON, D.C. 20250 U.S.A.

MAY 1, 1974

Mr WILLIAM B. BUFFUM
*Assistant Secretary for
International Organisation Affairs
United States Department of State
Washington DC*

DEAR MR BUFFUM,

Thank you for your letter of March 28, 1974. I must apologise for the delay in my reply, but it arrived at exactly the time when I was due to leave for England for our Plenary Meeting.

I am pleased that, under the circumstances, the United States government will be prepared to reimburse the ICAC for any Federal income tax payments on US employees on the Secretariat. Although I would have liked this arrangement to begin and coincide with the beginning of rent payments by the Committee to the US government, I fully realise that the amount involved for tax payments is not included in your fiscal year starting July 1974. I will so inform the Committee.

I agree with your suggestion that we show the amount needed for this purpose as a separate item in our request for payment from the United States for fiscal year 1976 and subsequent years.

Thank you for your prompt attention to this matter.

Yours sincerely,

J C SANTLEY

J. C. Santley
Executive Director

TIAS 8077

INTERNATIONAL COMMITTEE OF THE RED CROSS

Refugee Relief in the Republic of Viet-Nam, Laos and the Khmer Republic

*Agreement amending the agreement of February 20 and
March 16 and 17, 1975.*

*Signed at Geneva and Washington April 24 and 30, 1975;
Entered into force April 30, 1975.*

MODIFICATION OF GRANT

1. Amendment No.	2. Effective Date	3. Grant No. AID/ea-G-1066 [1] (Regional)-----	4. Effective Date 1 NOVEMBER 1974
1-----	20 MARCH 1975-----		
5. Grantee (Name and Address) The International Committee of the Red Cross 7 Avenue de la Paix CH-1211 Geneva, Switzerland	6. Administered by— Grant Officer Regional Operations Division—EA Office of Contract Management Agency for International Development Washington, D.C. 20523		
7. PIO/T No. N/A----- Appropriation No. 72-1151030 Allotment Symbol— 530-68-498-00-69-51	8. Previous PIO/Ts— 498-245-3-6858401		

9. The above numbered Grant is hereby modified as follows:

Attachment C Payment Provisions—Subparagraph (1) thereof is deleted in its entirety and the following substituted in lieu thereof:

(1) AID shall open a Federal Reserve Letter of Credit in the amount of this grant, against which the Grantee may present payment vouchers. The amount of the initial payment voucher shall not be less than \$10,000 nor more than \$500,000. Subsequent pay-

¹ TIAS 8032; *ante*, p. 267.

ment vouchers shall not be less than \$10,000 nor more than \$250,000 and the amount drawn down, including unexpended amounts previously drawn down may not exceed by more than \$10,000, that anticipated amount of expenditure for the following thirty (30) days.

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended, [¹] and Executive Order No. 11223. [²] Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE
REGENASS

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL
DEVELOPMENT

By: E. Regenass—Dept. of
Finance & administration

By: PETER J HOWLEY

J.-P. Hocké J P HOCKÉ
(Name typed or printed)

Peter J. Howley
(Name typed or printed)

Title *Director of Operations' Dept.*

Title *Grant Officer*

Date 24 APRIL 1975

Date APRIL 30, 1975

¹ 15 Stat. 424; 22 U.S.C. § 2151 note.

² 30 Fed. Reg. 6635.

MEXICO

Trade in Cotton, Wool and Man-Made Fiber Textiles

*Agreement effected by exchange of notes
Signed at Washington May 12, 1975;
Entered into force May 12, 1975;
Effective May 1, 1975.*

The Secretary of State to the Mexican Ambassador

DEPARTMENT OF STATE
WASHINGTON

May 12, 1975

Excellency:

I refer to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done in Geneva on December 20, 1973. [¹]

I also refer to recent discussions between representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles from the United Mexican States to the United States of America. As a result of these discussions, I have the honor to propose under Article 4 and in conformity with the Arrangement the following agreement relating to trade in cotton, wool and man-made fiber textiles between the United Mexican States and the United States of America to replace and supersede, effective May 1, 1975, the existing Cotton Textile Agreement of June 21, 1971, [²] relating to this trade:

1. The term of this agreement shall be from May 1, 1975 through April 30, 1978. During such term, the Government of the United Mexican States shall limit annual exports of cotton, wool and man-made fiber textiles from the United Mexican States to the United States of America to the aggregate, group and specific

His Excellency

Dr. Jose Juan de Olloqui,
Ambassador of Mexico.

¹ TIAS 7840; 25 UST 1001.

² Should read "June 29, 1971". TIAS 7152, 7732; 22 UST 1428; 24 UST 2193.

limits at the levels specified in, and in accordance with, the following paragraphs:

2. The aggregate limit for the three years of the agreement shall be 830,000,000 square yards equivalent, based on an agreed first agreement year limit of 258,000,000 square yards equivalent and an annual growth rate of 7 percent. This three year aggregate limit shall be distributed among the three agreement years as follows:

	<u>Limit in Square Yards Equivalent</u>
1st Agreement Year (May 1, 1975-April 30, 1976)	197,000,000
2nd Agreement Year (May 1, 1976-April 30, 1977)	278,000,000
3rd Agreement Year (May 1, 1977-April 30, 1978)	355,000,000

3. Within the applicable annual aggregate limits, the following group limits shall apply.

	<u>Limit in Square Yards Equivalent</u>
Group I, Yarns (categories 1-4, 101-102 and 200-205):	
1st Agreement Year	44,000,000
2nd Agreement Year	73,000,000
3rd Agreement Year	94,000,000
Group II, Fabrics (categories 5-27, 104, 105, and 206-213):	
1st Agreement Year	48,000,000
2nd Agreement Year	81,000,000
3rd Agreement Year	105,000,000

Group III, Apparel, made-up and miscellaneous textiles (categories 28-64, 106-132 and 214-243):

1st Agreement Year	105,000,000
2nd Agreement Year	124,000,000
3rd Agreement Year	156,000,000

4. (a) Within the limit for Group II, the following specific limits shall apply for the first agreement year:

	<u>Square Yards Equivalent</u>
Categories 9/10	15,245,000
Categories 22/23	20,000,000
Categories 26/27 (Duck Subceilings)	12,800,000 (7,814,000)

(b) The United States and Mexico will establish levels for the categories in sub-paragraph (a) above and for the second and third agreement years during annual consultations provided for under this agreement.

5. Within the applicable annual limits for Group III, the following specific limits shall apply:

	<u>LIMIT (Square Yards Equivalent)</u>		
	1st Agreement Year	2nd Agreement Year	3rd Agreement Year
Category 219	11,172,000	9,615,000	10,366,000
Category 224	14,693,000	17,269,000	19,936,000
Category 225	8,461,000	9,167,000	10,618,000
Category 229	7,185,000	6,478,500	6,976,500
Category 235	7,771,000	7,832,500	9,101,500
Category 238	16,524,000	16,323,000	17,538,000

6. (a) Within the aggregate limit, as adjusted pursuant to paragraph 7, the export limits in each group may be exceeded in any agreement year by 15 percent for Group I, 15 percent for Group II and 7 percent for Group III.

(b) Within the aggregate and applicable group limits as adjusted pursuant to this paragraph, and paragraph 7, exports in categories with specific limits may exceed such limits by 10 percent for categories in Group II, and 7 percent for categories in Group III.

(c) For purposes of calculating the aforementioned percentages, the limits referred to in this paragraph are without adjustments under this paragraph or under paragraph 7.

7. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

(i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits, but for the first agreement year only shall be limited to 5 percent.

(ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;

(iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For purposes of this Agreement, a shortfall occurs when exports from the United Mexican States to the United States of America during an agreement year are below the aggregate limits in this Agreement or the limits in force for the year ending April 30, 1975, provided for in the Agreement between the two governments concerning trade in cotton textiles of June 29, 1971, as amended. In the agreement year following the shortfall, exports from the United Mexican States may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of sub-paragraphs (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limits; and
- (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
- (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.

(c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 6 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 6 to the limits for any year.

8. (a) Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. Except as indicated in Annex A, consultation levels for the first agreement year for each category not given a specific ceiling shall be as follows:

- (i) 1,000,000 SYE for Group I and Group II categories of man-made fiber and cotton;
- (ii) 700,000 SYE for Group III categories of man-made fiber and cotton;
- (iii) 100,000 SYE for all wool categories.

Consultation levels higher than the foregoing amounts for the first agreement year are set forth in Annex A.

In the event that the Government of the United Mexican States wishes to export to the United States textile products in excess of the applicable consultation levels, the Government of the United Mexican States shall request consultations with the Government of the United States of America, and the Government of the United States of America shall promptly respond. Until a mutually satisfactory solution is reached, the Government of the United Mexican States shall limit its exports to the United States of America in any category in question during the agreement year in question to the consultation level.

8. (b) An annual review shall be held in the first quarter of the calendar year to discuss the operation of the agreement. This annual review will establish levels for specific ceilings left open for the second and third agreement years as well as the levels of exports in categories subject to consultation.

9. . In accordance with Article 12, paragraph 3, of the Arrangement and subject to the establishment of a mutually agreed upon list and certification system, Mexican exports to the United States of America of handloom fabrics of the cottage industry, or hand-made cottage industry products of such handloom fabrics, or traditional folklore handicraft textile products shall not be subject to the provisions of this agreement.

10. Shipments of textiles and apparel from Mexico to the United States valued at less than \$250.00 shall not be charged to the limits of this agreement.

11. (a) In implementing this Agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex B hereto shall apply.

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

(c) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

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

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

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

12. The Government of the United Mexican States shall use its best efforts to space exports from Mexico to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

13. The two governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of the United Mexican States with data on monthly imports of cotton textiles from Mexico. The Government of the United Mexican States shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States.

Each government agrees to supply promptly any other available relevant statistical data requested by the other government.

14. The Government of the United States of America and the Government of the United Mexican States agree to consult on any question arising in the implementation of this agreement.

15. Mutually satisfactory administrative arrangements or adjustments may be made in the implementation of this agreement.

16. If the Government of the United Mexican States considers that, as a result of limitations specified in this agreement, Mexico is being placed in an inequitable position vis-a-vis a third country, the Government of the United Mexican States may request consultation with the

Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

17. During the terms of the agreement, the Government of the United States of America will not apply the provisions of Article 3 of the Arrangement to any textile or apparel product covered by this agreement.

18. (a) Both governments shall take appropriate measures of export and import control to implement the limitation provisions of the agreement. The nature of these measures may be a matter of discussion pursuant to paragraph 15.

18. (b) The present visa agreement covering exports of cotton textile and apparel products will be continued and will be appropriately amended as soon as practical to include also exports of man-made fiber and wool textile and apparel products under this agreement.

19. Each Government reserves its right under the Arrangement with respect to textiles and textile products not subject to this agreement.

20. Either Government may terminate this agreement effective at the end of an agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this agreement.

If these proposals are acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the United Mexican States shall constitute an agreement between the Government of the United Mexican States and the Government of the United States of America.

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

For the Secretary of State:

Thomas O. Enders. [1]

¹ Thomas O. Enders

ANNEX A

For the first agreement year beginning May 1, 1975,
the following consultation levels in excess of those stated
in paragraph 8 shall apply.

	<u>Consultation Level (Square Yards Equivalent)</u>
Category 15	2,000,000
Category 24	2,500,000
Category 30/31	2,000,000
Category 39	2,000,000
Category 49	2,500,000
Categories 50/51	6,000,000
Sublimit 50	3,750,000
Sublimit 51	3,750,000
Category 63	2,000,000
Category 64	1,000,000
Category 104	650,000
Category 121	550,000
Category 122	700,000
Category 202	4,000,000
Category 208	5,000,000
Category 209	3,000,000
Category 216	4,500,000
Category 217	4,000,000
Category 222	4,000,000
Category 223	5,000,000
Category 228	2,000,000
Category 230	1,500,000
Category 232	5,000,000
Category 240	5,000,000
Category 243	3,000,000

TIAS 8079

ANNEX B

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Cotton yarn, singles, carded, not ornamented, etc.	Lb.	4.6
2	Cotton yarn, plied, carded not ornamented, etc.	Lb.	4.6
3	Cotton yarn, singles, combed, not ornamented, etc.	Lb.	4.6
4	Cotton yarn, plied, combed, not ornamented, etc.	Lb.	4.6
5	Ginghams, carded yarn	Syd.	1.0
6	Gingham, combed yarn	Syd.	1.0
7	Velveteens	Syd.	1.0
8	Corduroy	Syd.	1.0
9	Sheeting, carded yarn	Syd.	1.0
10	Sheeting, combed yarn	Syd.	1.0
11	Lawns, carded yarn	Syd.	1.0
12	Lawns, combed yarn	Syd.	1.0
13	Voiles, carded yarn	Syd.	1.0
14	Voiles, combed yarn	Syd.	1.0
15	Poplin and broadcloth, carded yarn	Syd.	1.0
16	Poplin and broadcloth, combed yarn	Syd.	1.0
17	Typewriter ribbon cloth	Syd.	1.0
18	Print cloth, shirting type, 80X80 type, carded yarn	Syd.	1.0
19	Print cloth, shirting type, other than 80X80 type, carded yarn	Syd.	1.0
20	Shirting, carded yarn	Syd.	1.0
21	Shirting, combed yarn	Syd.	1.0
22	Twill and sateen, carded yarn	Syd.	1.0
23	Twill and sateen, combed yarn	Syd.	1.0
24	Yarn-dyed fabrics, n.e.s., carded yarn	Syd.	1.0
25	Yarn-dyed fabrics, n.e.s., combed yarn	Syd.	1.0
26	Fabrics, n.e.s., carded yarn	Syd.	1.0
27	Fabrics, n.e.s., combed yarn	Syd.	1.0
28	Pillowcases, plain, carded yarn	No.	1.084
29	Pillowcases, plain, combed yarn	No.	1.084
30	Dish towels	No.	.348
31	Towels, other than dish towels	No.	.348
32	Handkerchiefs	Doz.	1.66
33	Table damasks and manufactures	Lb.	3.17
34	Sheets, carded yarn	No.	6.2
35	Sheets, combed yarn	No.	6.2
36	Bedspreads, including quilts	No.	6.9
37	Braided and woven elastics	Lb.	4.6
38	Fishing nets	Lb.	4.6
39	Gloves and mittens	Doz.Pr.	3.527
40	Hose and half hose	Doz.Pr.	4.6
41	Men's and boys' all white T-shirts, knits or crocheted	Doz.	7.234
42	Other T-shirts	Doz.	7.234
43	Knitshirts, other than T-shirts and sweatshirts (including infants)	Doz.	7.234
44	Sweaters and cardigans	Doz.	36.8
45	Men's and boys' shirts, dress, not knit or crocheted	Doz.	22.186

46	Men's and boys' shirts, sport, not knit or crocheted	Doz.	24.457
47	Men's and boys' shirts, work, not knit or crocheted	Doz.	22.186
48	Raincoats, 3/4 length or over	Doz.	50.0
49	All other coats	Doz.	32.5
50	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17.797
51	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17.797
52	Blouses, whether or not in sets	Doz.	14.53
53	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	Doz.	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	Doz.	25.0
55	Dressing gowns, including bathrobes and beach robes, lounging gowns, dusters and housecoats, not knit or crocheted	Doz.	51.0
56	Men's and boys' undershirts (not T-shirts)	Doz.	9.2
57	Men's and boys' briefs and under- shorts	Doz.	11.25
58	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	Doz.	5.0
59	All other underwear, not knit or crocheted	Doz.	16.0
60	Nightwear and pajamas	Doz.	51.96
61	Brassieres and other body sup- porting garments	Doz.	4.75
62	Other knitted or crocheted clothing	Lb.	4.6
63	Other clothing, not knit, or crocheted	Lb.	4.6
64	All other cotton textile items	Lb.	4.6
101	Wool tops and wool advanced	Lb.	1.95
102	Yarns of Angora Rabbit Hair	Lb.	1.95
103	Other yarns of wool and hair	Lb.	1.95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1.0
105	Billiard cloth	Syd.	1.0
106	Blankets	Lb.	1.295
107	Carriage and auto robes, etc., n.e.s.	Lb.	1.295
108	Tapestries and upholstery fabrics	Syd.	1.0
109	Pile and tufted fabrics	Syd.	1.0
110	Knit fabrics in the piece	Lb.	1.95
111	Hosiery	Dpr.	2.7814
112	Gloves and mittens	Dpr.	2.093
113	Underwear, knit	Lb.	1.95
114	Other infants' articles, knit not ornamented	Lb.	1.95

115	Knit hats and similar items	Lb.	1.95
116	Knit wearing apparel, n.e.s., valued not over \$5 per pound	Lb.	1.95
117	Knit wearing apparel, n.e.s., valued over \$5 per pound	Lb.	1.95
118	Hats, caps, not blocked	Lb.	1.95
119	Hats, caps, blocked; finished	Lb.	1.95
120	Men's and boys' suits	No.	4.5
121	Men's and boys' outer coats	No.	4.5
122	Women's, misses', and children's coats and suits	No.	4.75
123	Women's, misses', and children's separate skirts	No.	1.5
124	Trousers, slacks and shorts	No.	1.5
125	Articles of wearing apparel, n.e.s.	Lb.	2.0
126	Lace and net articles including veiling	Lb.	1.95
128	Miscellaneous manufactures of wool	Lb.	1.95
131	Braided floor coverings	Sft.	0.11
132	Wool floor coverings, n.e.s.	Sft.	0.11
200	Textured yarns	Lb.	3.51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5.19
202	Yarn wholly of continuous filament, other	Lb.	11.6
203	Yarn wholly of non-continuous filament, cellulosic	Lb.	3.4
204	Yarn wholly of non-continuous filament, other	Lb.	4.12
205	Yarns, other	Lb.	3.51
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1.0
207	Woven fabrics, cellulosic, wholly made of non-continuous fibers	Syd.	1.0
208	Woven fabrics, other, wholly of continuous man-made fibers	Syd.	1.0
209	Woven fabrics, other, wholly of non-continuous fibers		1.0
210	Woven fabrics, other, of man-made fibers	Syd.	1.0
211	Knit fabrics	Lb.	7.8
212	Pile and tufted fabrics	Syd.	1.0
213	Specialty fabrics	Lb.	7.8
214	Gloves and mittens, knit, whether or not ornamented	Dpr.	3.53
215	Hosiery	Dpr.	4.6
216	Dresses, knit	Doz.	45.3
217	Pajamas and other nightwear, knit	Doz.	51.96
218	T-shirts, knit	Doz.	7.24
219	Shirts, other (including blouses), knit	Doz.	18.36
220	Skirts, knit	Doz.	17.8
221	Sweaters and cardigans, knit	Doz.	36.8
222	Trousers, slacks, and shorts, knit, women's, girls' and infants'	Doz.	17.8
223	Underwear, knit	Doz.	16.0
224	Other wearing apparel, knit whether or not ornamented	Lb.	7.8
225	Body-supporting garments	Doz.	4.75
226	Handkerchiefs	Doz.	1.66
227	Mufflers, scarves and shawls, not knit	Lb.	7.8
228	Blouses, not knit	Doz.	14.53

229	Coats, not knit	Doz.	41.25
230	Dresses, not knit	Doz.	45.3
231	Dressing gowns, including bath- robes and beachrobes, not knit	Doz.	51.0
232	Pajamas and other nightwear, not knit	Doz.	51.96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21.3
234	Dress shirts, not knit	Doz.	22.19
235	Shirts, other, not knit	Doz.	24.46
236	Skirts, not knit	Doz.	17.8
237	Suits, not knit	No.	4.5
238	Trousers, slacks and shorts, not knit	Doz.	17.8
239	Underwear, not knit	Doz.	16.0
240	Other wearing apparel, not knit, whether or not ornamented.	Lb.	7.8
241	Floor coverings	Sft.	0.11
242	Other furnishings	Lb.	7.8
243	Manufactures, n.e.s. of man-made fiber	Lb.	7.8

The Mexican Ambassador to the Secretary of State

1390

Washington, D.C.,
12 de mayo de 1975.

Señor Secretario:

Tengo el honor de acusar recibo de su nota de esta fecha, en la que propone un Convenio sobre Comercio de Textiles de Algodón, Lana y Fibras Artificiales entre México y Estados Unidos.

Deseo confirmar, en nombre del Gobierno de México, que lo expresado en su nota, concuerda con los arreglos a que se llegaron en las discusiones que menciona vuestra Excelencia. Por lo tanto, su nota y esta nota de confirmación, constituirán el Convenio entre nuestros dos Gobiernos sobre esta materia.

Reitero a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

A large, handwritten signature in black ink, appearing to read "José Juan de Olloqui". Below the signature, the name is written in a smaller, printed font: "José Juan de Olloqui" and "Embajador".

Excelentísimo señor Dr. Henry A. Kissinger
Secretario de Estado
Washington, D.C.

TRANSLATION

EMBASSY OF MEXICO

No. 1390

Washington, D.C.
May 12, 1975

Excellency:

I have the honor to acknowledge the receipt of your note of this date, in which you propose an Agreement relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles between Mexico and the United States.

On behalf of the Government of Mexico, I wish to confirm that the contents of your note are in accordance with the understandings reached in the discussions mentioned by Your Excellency. Therefore, your note and this note of confirmation shall constitute the Agreement between our two Governments on this subject.

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

José Juan de Olloqui
José Juan de Olloqui
Ambassador

His Excellency
Henry A. Kissinger,
Secretary of State,
Washington, D.C.

SINGAPORE

Trade in Cotton, Wool and Man-Made Fiber Textiles

*Agreement effected by exchange of notes
Signed at Washington May 21, 1975;
Entered into force May 21, 1975;
Effective January 1, 1975.*

The Secretary of State to the Singaporean Ambassador

MAY 21, 1975

EXCELLENCY:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973,^[1] hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles and textile products from Singapore to the United States held in accordance with Article 2, paragraph 2(ii) and Article 4 of the Arrangement. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and apparel products between Singapore and the United States, to replace and supersede, effective January 1, 1975, the existing Cotton Textile Agreement of January 19, 1971, as amended,^[2] and the existing Wool and Man-Made Fiber Textile Agreement of October 30, 1973 and January 29, 1974, as amended.^[3]

1. The term of this Agreement shall be from January 1, 1975 through December 31, 1977. During such term, the Government of the Republic of Singapore will limit annual exports of cotton, wool, and man-made fiber textiles and textile products from Singapore to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the twelve-month period beginning January 1, 1975, the aggregate limit will be 205,490,- 422 square yards equivalent.

¹ TIAS 7840; 25 UST 1001.

² TIAS 7048, 7787; 22 UST 190; 25 UST 203.

³ TIAS 7788, 8009; 25 UST 208; *ante*, p. 77.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

<u>Group</u>	<u>Limit</u> (in square yards equivalent)
I (Categories 1-38, 64, 200-213 and 241-243)	31, 797, 859
II (Categories 39-63 and 214-240)	170, 320, 930
III (Categories 101-132)	3, 371, 633

4. Within the applicable group limits, the following specific limits will apply for the first agreement year:

<u>Category</u>	<u>Unit of measure</u>	<u>Limit</u>
Group I—Cotton and man-made fiber yarn and fabrics, made-ups and miscellaneous		
22/23 Twills and sateen	Syd.	2, 000, 000
26-pt Woven fabrics, n.e.s., except duck	Syd.	3, 386, 056
26-pt Duck	Syd.	2, 200, 000
Group II—Apparel		
43/62-pt Knit shirts and blouses	Doz.	243, 650
45/46/47 Cotton shirts, not knit	SYE.	4, 906, 049
48 Raincoats, not knit	Doz.	19, 900
49 Other coats, not knit	Doz.	36, 923
50/51 Trousers, slacks, & shorts, not knit	Doz.	327, 486
50 Men's (sub-limit)	Doz.	(284, 770)
51 Women's, girls' & infants' (sub-limit)	Doz.	(124, 587)
55 Dressing gowns, etc, not knit	Doz.	55, 165
60 Pajamas & other nightwear	Doz.	249, 175
219 Shirts, other, knit	Doz.	2, 233, 115
221 Sweaters	Doz.	111, 413
222 Trousers, slacks and shorts, knit	Doz.	1, 619, 715
224 Knit apparel, other	Lb.	3, 861, 779
229 Coats, not knit	Doz.	424, 242

In the event that the Government of the United States of America requests consultations with the Government of the Republic of Singapore concerning undue concentration in exports from Singapore to the United States of apparel in TSUSA Nos. 380.0402 or 380.0420 or 381.8103 or 381.8143 (all in Category 224), these exports will be limited until the two governments reach a satisfactory solution. The limit shall be on the basis of the twelve-month period beginning on the date the Government of the United States of America requests consultations under this paragraph and shall be 105 percent of the exports of such products from Singapore to the United States during the most recent twelve-month period preceding the request for consultations and for which statistics were available to the two governments on the date of this request.

5. Within the aggregate limit, the limit for Group I may be exceeded in any agreement year by 15 percent, the limit for Group II may be exceeded by 7 percent, and the limit for Group III may be exceeded

by one percent. Within the group limits, as adjusted the specific limits in Group I may be exceeded by 10 percent in any agreement year, the specific limits in Group II may be exceeded by 7 percent and the specific limits in Group III (in the event that specific limits are established within this group) may be exceeded by 5 percent. The limits referred to in this paragraph are without the adjustments provided for under this paragraph or paragraph 7 of this Agreement.

6. (a) For the second and succeeding agreement years, the aggregate limit shall be increased by 6.25 percent of the aggregate for the preceding year. Within that limit, the limit for Group III shall be increased by one percent annually. Within the aggregate and applicable group limits, all specific limits shall be increased by 6.25 percent annually except those limits in Group III which shall be increased by one percent annually.

(b) The difference between the amounts resulting from the application of a 6.25 percent annual growth to the aggregate limit and a one percent annual growth to the limit for Group III shall be divided pro-rata among Groups I and II. The limits referred to in this paragraph are without adjustments under any other provision of this Agreement.

7. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

- (i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits;
- (ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;
- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

Notwithstanding the foregoing, carryover of shortfalls into the first agreement year shall not be more than 5 percent of the applicable limits for the period ending December 31, 1974, provided for in the aforementioned Agreements between the Governments concerning trade in cotton textiles and in wool and man-made fiber textiles, as amended.

(b) For purposes of this Agreement, a shortfall occurs when exports from Singapore to the United States during an agreement year are below the aggregate limits in this Agreement or the limits in force for the period ending December 31, 1974, as provided in the Agreements referred to sub-paragraph (a) above. In the agreement year following the shortfall, exports from Singapore to the United States may be permitted to exceed the aggregate, group, and specific limits

in accordance with the provisions of sub-paragraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
 - (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
 - (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.
- (c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 5 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.

8. Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Government of the Republic of Singapore wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of the Republic of Singapore shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of the Republic of Singapore shall limit exports to the United States in the category in question to the consultation level. For each agreement year, the minimum consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in Categories 1-38, 64, 200-213 and 241-243; 700,000 square yards equivalent in Categories 39-63 and 214-240; and 101,000 square yards equivalent in Categories 101-132. Annual consultation levels above these stated amounts are specified in Annex B, hereto.

9. The Government of the Republic of Singapore shall use its best efforts to space exports to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of the Republic of Singapore with data on monthly imports of cotton, man-made fiber and wool textiles from Singapore and the Government of the Republic of Singapore shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from Singapore to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. (a) In implementing this Agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex A hereto shall apply.

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

(c) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in sub-paragraph (b) of this paragraph shall be classified as:

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

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

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

12. The Government of the Republic of Singapore and the Government of the United States of America agree to consult on any question arising in the implementation of this Agreement. If the two Governments are unable to reach a satisfactory solution within a reasonable period of time to problems which have been the subject of consultations under the Agreement or its related document, either Government may, after notification to the other Government, refer such problems to the Textiles Surveillance Body in accordance with Article 11 of the Arrangement.

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

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

15. If the Government of the Republic of Singapore considers that, as a result of limitations specified in this Agreement, it is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Singapore may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this Agreement.

16. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles from Singapore to the United States.

17. The Government of the Republic of Singapore shall administer its export control system under this Agreement. The Government of the United States of America may assist the Government of the Republic of Singapore in implementing the limitation provisions of this agreement.

18. Either Government may terminate this Agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this Agreement.

If this proposal is acceptable to the Government of the Republic of Singapore, this note and your note of confirmation on behalf of the Government of the Republic of Singapore shall constitute an Agreement between the Government of the Republic of Singapore and the Government of the United States of America.

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

For the Secretary of State:

JULIUS L. KATZ

His Excellency

Dr. ERNEST STEVEN MONTEIRO,
Ambassador of Singapore.

ANNEX A

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1.	Cotton yarn, singles, carded, not ornamented, etc.	Lb.	4. 6
2.	Cotton yarn, plied, carded, not ornamented, etc.	Lb.	4. 6
3.	Cotton yarn, singles, combed, not ornamented, etc.	Lb.	4. 6
4.	Cotton yarn, plied, combed, not ornamented, etc.	Lb.	4. 6
5.	Ginghams, carded yarn	Syd.	1. 0
6.	Ginghams, combed yarn	Syd.	1. 0
7.	Velveteens	Syd.	1. 0
8.	Corduroy	Syd.	1. 0
9.	Sheeting, carded yarn	Syd.	1. 0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
10.	Sheeting, combed yarn	Syd.	1. 0
11.	Lawns, carded yarn	Syd.	1. 0
12.	Lawns, combed yarn	Syd.	1. 0
13.	Voiles, carded yarn	Syd.	1. 0
14.	Voiles, combed yarn	Syd.	1. 0
15.	Poplin and broadcloth, carded yarn	Syd.	1. 0
16.	Poplin and broadcloth, combed yarn	Syd.	1. 0
17.	Typewriter ribbon cloth	Syd.	1. 0
18.	Print cloth, shirting type, 80x80 type, carded	Syd.	1. 0
19.	Print cloth, shirting type, other than 80x80 type, carded yarn	Syd.	1. 0
20.	Shirting, carded yarn	Syd.	1. 0
21.	Shirting, combed yarn	Syd.	1. 0
22.	Twill and sateen, carded yarn	Syd.	1. 0
23.	Twill and sateen, combed yarn	Syd.	1. 0
24.	Yarn-dyed fabrics, n.e.s., carded yarn	Syd.	1. 0
25.	Yarn-dyed fabrics, n.e.s., combed yarn	Syd.	1. 0
26.	Fabrics, n.e.s., carded yarn	Syd.	1. 0
27.	Fabrics, n.e.s., combed yarn	Syd.	1. 0
28.	Pillowcases, plain, carded yarn	No.	1. 084
29.	Pillowcases, plain, combed yarn	No.	1. 084
30.	Dish towels	No.	. 348
31.	Towels, other than dish towels	No.	. 348
32.	Handkerchiefs	Doz.	1. 66
33.	Table damasks and manufactures	Lb.	3. 17
34.	Sheets, carded yarn	No.	6. 2
35.	Sheets, combed yarn	No.	6. 2
36.	Bedspreads, including quilts	No.	6. 9
37.	Braided and woven elastics	Lb.	4. 6
38.	Fishing nets	Lb.	4. 6
39.	Gloves and mittens	Doz. Pr.	3. 527
40.	Hose and half hose	Doz. Pr.	4. 6
41.	Men's and boys' all white T-shirts, knits or crocheted	Doz.	7. 234
42.	Other T-shirts	Doz.	7. 234
43.	Knitshirts, other than T-shirts and sweatshirts (including infants)	Doz.	7. 234
44.	Sweaters and cardigans	Doz.	36. 8
45.	Men's and boys' shirts, dress, not knit or crocheted	Doz.	22. 186
46.	Men's and boys' shirts, sport, not knit or crocheted	Doz.	24. 457
47.	Men's and boys' shirts, work, not knit or crocheted	Doz.	22. 186
48.	Raincoats, $\frac{3}{4}$ length or over	Doz.	50. 0
49.	All other coats	Doz.	32. 5
50.	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17. 797
51.	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17. 797
52.	Blouses, whether or not in sets	Doz.	14. 53
53.	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	Doz.	45. 3

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
54.	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	Doz.	25. 0
55.	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	Doz.	51. 0
56.	Men's and boys' undershirts (not T-shirts)	Doz.	9. 2
57.	Men's and boys' briefs and undershorts	Doz.	11. 25
58.	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	Doz.	5. 0
59.	All other underwear, not knit or crocheted	Doz.	16. 0
60.	Nightwear and pajamas	Doz.	51. 96
61.	Brassieres and other body supporting garments	Doz.	4. 75
62.	Other knitted or crocheted clothing	Lb.	4. 6
63.	Other clothing, not knit or crocheted	Lb.	4. 6
64.	All other cotton textile items	Lb.	4. 6
101.	Wool tops and wool advanced	Lb.	1. 95
102.	Yarns of Angora Rabbit hair	Lb.	1. 95
103.	Other yarns of wool and hair	Lb.	1. 95
104.	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 0
105.	Billiard cloth	Syd.	1. 0
106.	Blankets	Lb.	1. 295
107.	Carriage and auto robes, etc., n.e.s.	Lb.	1. 295
108.	Tapestries and upholstery fabrics	Syd.	1. 0
109.	Pile and tufted fabrics	Syd.	1. 0
110.	Knit fabrics in the piece	Lb.	1. 95
111.	Hosiery	Dpr.	2. 7814
112.	Gloves and mittens	Dpr.	2. 093
113.	Underwear, knit	Lb.	1. 95
114.	Other infants' articles, knit, not ornamented	Lb.	1. 95
115.	Knit hats and similar items	Lb.	1. 95
116.	Knit wearing apparel, n.e.s., valued not over \$5 per pound	Lb.	1. 95
117.	Knit wearing apparel, n.e.s., valued over \$5 per pound	Lb.	1. 95
118.	Hats, caps, not blocked	Lb.	1. 95
119.	Hats, caps, blocked, finished	Lb.	1. 95
120.	Men's and boys' suits	No.	4. 5
121.	Men's and boys' outer coats	No.	4. 5
122.	Women's, misses', and children's coats and suits	No.	4. 75
123.	Women's, misses', and children's separate skirts	No.	1. 5
124.	Trousers, slacks and shorts	No.	1. 5
125.	Articles of wearing apparel, n.e.s.	Lb.	2. 0
126.	Lace and net articles including veiling	Lb.	1. 95
128.	Miscellaneous manufactures of wool	Lb.	1. 95
131.	Braided floor coverings	Sft.	0. 11
132.	Wool floor coverings, n.e.s.	Sft.	0. 11
200.	Textured yarns	Lb.	3. 51

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
201.	Yarn wholly of continuous filament, cellulosic	Lb.	5.19
202.	Yarn wholly of continuous filament, other	Lb.	11.6
203.	Yarn wholly of non-continuous filament, cellulosic	Lb.	3.4
204.	Yarn wholly of non-continuous filament, other	Lb.	4.12
205.	Yarns, other	Lb.	3.51
206.	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1.0
207.	Woven fabrics, cellulosic, wholly made of non-continuous fibers	Syd.	1.0
208.	Woven fabrics, other, wholly of continuous man-made fibers	Syd.	1.0
209.	Woven fabrics, other, wholly of non-continuous fibers	Syd.	1.0
210.	Woven fabrics, other, of man-made fibers	Syd.	1.0
211.	Knit fabrics	Lb.	7.8
212.	Pile and tufted fabrics	Syd.	1.0
213.	Specialty fabrics	Lb.	7.8
214.	Gloves and mittens, knit, whether or not ornamented	Dpr.	3.53
215.	Hosiery	Dpr.	4.6
216.	Dresses, knit	Doz.	45.3
217.	Pajamas and other nightwear, knit	Doz.	51.96
218.	T-shirts, knit	Doz.	7.24
219.	Shirts, other (including blouses), knit	Doz.	18.36
220.	Skirts, knit	Doz.	17.8
221.	Sweaters and cardigans, knit	Doz.	36.8
222.	Trousers, slacks and shorts, knit, women's, girls' and infants'	Doz.	17.8
223.	Underwear, knit	Doz.	16.0
224.	Other wearing apparel, knit, whether or not ornamented	Lb.	7.8
225.	Body-supporting garments	Doz.	4.75
226.	Handkerchiefs	Doz.	1.66
227.	Mufflers, scarves and shawls, not knit	Lb.	7.8
228.	Blouses, not knit	Doz.	14.53
229.	Coats, not knit	Doz.	41.25
230.	Dresses, not knit	Doz.	45.3
231.	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51.0
232.	Pajamas and other nightwear, not knit	Doz.	51.96
233.	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21.3
234.	Dress shirts, not knit	Doz.	22.19
235.	Shirts, other, not knit	Doz.	24.64
236.	Skirts, not knit	Doz.	17.8
237.	Suits, not knit	No.	4.5
238.	Trousers, slacks and shorts, not knit	Doz.	17.8
239.	Underwear, not knit	Doz.	16.0
240.	Other wearing apparel, not knit, whether or not ornamented	Lb.	7.8
241.	Floor coverings	Sft.	0.11
242.	Other furnishings	Lb.	7.8
243.	Manufactures, n.e.s., of man-made fiber	Lb.	7.8

ANNEX B**Annual Consultation Levels for Products and Categories not Subject to Minimum Consultation Levels**

<u>Product/Category</u>	<u>Unit of Measure</u>	<u>Consultation Level</u>
Cotton sheeting (Categories 9/10)	Syd.	2,500,000
Shop towels, (part of Category 31)	No.	35,632,184
Gloves and mittens (Category 39)	Dpr.	232,492
T-shirts (Categories 41/42)	Doz.	183,983
Dresses (Category 53)	Doz.	18,512
Playsuits, etc. (Category 54)	Doz.	85,811
Men's and boys' coats (Category 121)	No.	444,444
Tailored coats (sub-ceiling)	No.	(44,444)
Coats and suits, women's, girls' and infants' (Category 122)	No.	127,898
Wool apparel, n.e.s., not knit (Category 125)	Lb.	506,263
Textured yarns (Category 200)	Lb.	704,020
Knit fabrics (Category 211)	Lb.	313,948
Knit dresses (Category 216)	Doz.	17,834
Blouses (Category 228)	Doz.	55,059
Pajamas, etc. (Category 232)	Doz.	38,491
Shirts, not knit (Categories 234/235)	SYE	1,600,000
Trousers, etc. (Category 238)	Doz.	56,180
Apparel, other (Category 240)	Lb.	192,308

The Singaporean Ambassador to the Secretary of State[¹]

AMBASSADOR
OF THE
REPUBLIC OF SINGAPORE

1824 R STREET, N.W.
WASHINGTON, D.C. 20009
TEL: (202) 667-7555

SEW C 390:98/8/39

21st May 1975

Dr Henry A Kissinger
Secretary of State
Department of State
Washington DC

Dear Mr Secretary,

I refer to your note of 21st May 1975 proposing an agreement on trade in cotton, wool and man-made fibre textiles and textile products between our two Governments.

I confirm that your proposal is acceptable to my Government and that your note and this note in reply constitute an agreement between our two Governments.

Accept, Mr Secretary, the assurances of my highest consideration.

E. Steven Monteiro
Prof Ernest Steven Monteiro

Ambassador

¹ In translation reads: "Republic of Singapore".

COLOMBIA

Trade in Cotton, Wool and Man-Made Fiber Textiles

Agreement effected by exchange of notes

Signed at Bogotá May 28, 1975;

Entered into force May 28, 1975;

Effective July 1, 1975.

*The American Ambassador to the Colombian Minister of
Economic Development*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 674

BOGOTÁ, COLOMBIA, May 28, 1975.

EXCELLENCY:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 23, 1973, [¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton, wool, and man-made fiber textiles and textile products from Colombia to the United States. As a result of those discussions and in conformity with Articles 4 and 6 of the Arrangement, I wish to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Colombia and the United States.

1. The term of this agreement shall be from July 1, 1975 through June 30, 1978. During such term, the Government of Colombia will limit annual exports of cotton, wool, and man-made fiber textiles and textile products from Colombia to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the twelve-month period beginning July 1, 1975, the aggregate limit will be 90,800,000 square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

¹ Should read "December 20, 1973." TIAS 7840; 25 UST 1001.

<u>Group</u>	<u>Limit</u> (Square Yards Equivalent)
I Yarn of cotton, man-made fibers and wool (Categories 1-4, 101-103 and 200-205)	27, 000, 000
II Fabrics and other non-apparel products of cotton, man-made fibers and wool (Categories 5-38, 64, 104-110, 126, 128, 131, 132, 206-213, 241-243)	33, 600, 000
III Apparel of cotton, man-made fibers and wool (Categories 39-63, 111-125, and 214-240)	30, 200, 000

4. Within the applicable group limits, the following specific limits will apply for the first agreement year:

	<u>Group/Category</u>	<u>Units</u>	<u>Limit</u> Square Yards Equivalent
<u>Group I</u>			
Categories 1-4	Yarn	5,565,217 lb.	25, 600, 000
<u>Group II</u>			
Categories 9/10	Sheeting		6, 600, 000
Categories 22/23	Twill and Sateen		11, 000, 000
<u>Group III</u>			
Category 120	Suits, men's & boys'	131,487 No.	591, 690
Category 121	Outercoats, men's & boys'	84,375 No.	379, 690
Category 219	Other shirts & blouses, knit	206,972 Doz.	3, 800, 000
Category 221	Sweaters & cardigans, knit	58,234 Doz.	2, 143, 000
Category 224	Other apparel, knit	1,248,397 Lb.	9, 737, 500
Category 229	Coats, woven	141,818 Doz.	5, 850, 000

5. Within the aggregate limit, the limits for Group I and Group II may be exceeded in any agreement year by 15 percent, and the limit for Group III may be exceeded by 7 percent. Within the group limits, as adjusted, the specific limits for cotton and man-made fiber categories in Groups I and II may be exceeded by 10 percent in any agreement year, and the specific limits for cotton and man-made fiber categories in Group III may be exceeded by 7 percent. Within the applicable Group limits, all specific limits for wool textile categories may be exceeded by 5 percent. The limits referred to in this paragraph are without the adjustments provided for under this paragraph or paragraph 7 of this agreement.

6. For the second and succeeding agreement years, the aggregate and group limits shall be increased by 7 percent of the aggregate and group limits for the preceding year. Within the aggregate and applicable group limits, all specific limits shall be increased by 7 percent annually except those specific limits for wool textile categories which shall be increased by 1 percent annually. The limits referred to in this paragraph are without adjustments under any provisions of this agreement.

7. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by

allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

- (i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits, but for the first agreement year only shall be limited to 5 percent;
- (ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;
- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For purposes of this Agreement, a shortfall occurs when exports from Colombia to the United States during an agreement year are below the aggregate limits in this Agreement or the limits in force for the year ending June 30, 1975, provided in the Cotton Textile Agreement of June 25, 1971, as amended.^[1] In the agreement year following the shortfall, exports from Colombia may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of sub-paragraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
- (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
- (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.

(c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 5 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.

8. Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Government of Colombia wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Colombia shall request consultations with the Government of the United States of America and the Government of the United States shall enter into

¹ TIAS 7148, 7723; 22 UST 1040; 24 UST 2095.

such consultations. Until agreement on a different level of exports is reached, the Government of Colombia shall limit exports to the United States in the category in question to the consultation level. Except as specified in Annex A, the annual consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in Categories 1-38, 64, 200-213, and 241-243; 700,000 square yards equivalent in Categories 39-63 and 214-240; and 100,000 square yards equivalent in Categories 101-132.

9. The Government of Colombia shall use its best efforts to space exports to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of Colombia with data on monthly imports of cotton, man-made fiber and wool textiles from Colombia; and the Government of Colombia shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from Colombia to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. (a) In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex B hereto shall apply.

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

(c) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in sub-paragraph (b) of this paragraph shall be classified as:

- (i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component.
- (ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.
- (iii) Man-made fiber textiles if neither of the foregoing applies.

12. The Government of Colombia and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time to problems which have been the subject of consulta-

tions under the agreement or its related document, either Government may, after notification to the other Government, refer such problems to the Textiles Surveillance Body in accordance with Article 11 of the Arrangement.

13. In conformity with Article 12, paragraph (3) of the Arrangement, and subject to the establishment of a mutually satisfactory certification system, Colombian exports of handloom fabrics of the cottage industry, or handmade cottage industry products made of such handloom fabrics, or traditional folklore handicraft textile products shall not be subject to the provisions of this Agreement.

14. Shipments of textiles and apparel from Colombia to the United States individually valued at less than \$250.00 shall not be charged to the limits of this Agreement.

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

16. If the Government of Colombia considers that, as a result of limitations specified in this Agreement, it is being placed in an inequitable position vis-a-vis the bilateral agreements the United States has or will have with other participating countries, or by absence of such agreements, the Government of Colombia may request consultations with the Government of the United States. The Government of the United States agrees to respond promptly to such a consultation request, and if the two Governments agree that Colombia has been placed in an inequitable position, the Government of the United States agrees to take remedial action including, if appropriate, modification of this Agreement.

17. For the duration of this Agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles from Colombia to the United States.

18. (a) Both Governments shall take appropriate measures of export and import control to implement the limitation provisions of this agreement. The nature of these measures may be a matter of discussion between the two Governments.

(b) The visa system in operation under the cotton textile agreement between the two Governments, as aforesaid, for certifying individual shipments will be expanded to include shipments of man-made fiber and wool textiles.

19. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Colombia, this note and your note of confirmation on behalf of the Government

of Colombia shall constitute an agreement between the Government of Colombia and the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

VIRON P. VAKY

Viron P. Vaky
Ambassador of the
United States of America

Attachments:

- Annex A
- Annex B

Su Excelencia

JORGE RAMIREZ OCAMPO
Ministro de Desarrollo Economico
Bogotá

ANNEX A

Annual consultation levels in excess of those stated in paragraph 8 of the Agreement:

	Consultation Level (Square Yards <u>Equivalent</u>)
5/6 Gingham	3,000,000
16 Poplin and broadcloth	2,000,000
26 Duck	1,500,000
26 Other fabrics, carded, except duck	9,000,000
49 Other coats, woven	1,500,000
50 Trousers, slacks, etc. men's & boys'	1,500,000
51 Trousers, slacks, etc. women's & girls', etc.	1,500,000
53 Dresses, not knit	1,500,000
62 Knit apparel, n.e.s.	1,500,000
63 Woven apparel, n.e.s.	1,500,000
64 Other cotton textiles	1,500,000
104 Woven fabric	400,000
117 Outerwear, knit, over \$5 Lb.	500,000
122 Coats & Suits, women's, misses, etc.	400,000
124 Trousers, slacks, shorts	400,000
201 Yarn, continuous filament, cellulosic	2,000,000
202 Yarn, continuous filament, other	1,500,000
210 Woven fabric, other	1,500,000
222 Trousers, slacks, etc, knit	1,500,000
223 Underwear, knit	1,500,000
230 Dresses, not knit	1,500,000
238 Trousers, slacks, etc, woven	1,500,000

ANNEX B

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Cotton yarn, singles, carded, not ornamented, etc.	Lb.	4. 6
2	Cotton yarn, plied, carded not ornamented, etc.	Lb.	4. 6
3	Cotton yarn, singles, combed, not ornamented, etc.	Lb.	4. 6
4	Cotton yarn, plied, combed, not ornamented, etc.	Lb.	4. 6
5	Ginghams, carded yarn	Syd.	1. 0
6	Ginghams, combed yarn	Syd.	1. 0
7	Velveteens	Syd.	1. 0
8	Corduroy	Syd.	1. 0
9	Sheeting, carded yarn	Syd.	1. 0
10	Sheeting, combed yarn	Syd.	1. 0
11	Lawns, carded yarn	Syd.	1. 0
12	Lawns, combed yarn	Syd.	1. 0
13	Voiles, carded yarn	Syd.	1. 0
14	Voiles, combed yarn	Syd.	1. 0
15	Poplin and broadcloth, carded yarn	Syd.	1. 0
16	Poplin and broadcloth, combed yarn	Syd.	1. 0
17	Typewriter ribbon cloth	Syd.	1. 0
18	Print cloth, shirting type, 80 x 80 type, carded yarn	Syd.	1. 0
19	Print cloth, shirting type, other than 80 x 80 type, carded yarn	Syd.	1. 0
20	Shirting, carded yarn	Syd.	1. 0
21	Shirting, combed yarn	Syd.	1. 0
22	Twill and sateen, carded yarn	Syd.	1. 0
23	Twill and sateen, combed yarn	Syd.	1. 0
24	Yarn-dyed fabrics, n.e.s., carded yarn	Syd.	1. 0
25	Yarn-dyed fabrics, n.e.s., combed yarn	Syd.	1. 0
26	Fabrics, n.e.s., carded yarn	Syd.	1. 0
27	Fabrics, n.e.s., combed yarn	Syd.	1. 0
28	Pillowcases, plain, carded yarn	No.	1. 084
29	Pillowcases, plain, combed yarn	No.	1. 084
30	Dish towels	No.	. 348
31	Towels, other than dish towels	No.	. 348
32	Handkerchiefs	Doz.	1. 66
33	Table damasks and manufactures	Lb.	3. 17
34	Sheets, carded yarn	No.	6. 2
35	Sheets, combed yarn	No.	6. 2
36	Bedspreads, including quilts	No.	6. 9
37	Braided and woven elastics	Lb.	4. 6
38	Fishing nets	Lb.	4. 6
39	Gloves and mittens.	Doz. Pr.	3. 527
40	Hose and half hose	Doz. Pr.	4. 6
41	Men's and boys' all white T-shirts, knits or crocheted	Doz.	7. 234
42	Other T-shirts	Doz.	7. 234

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
43	Knitshirts, other than T-shirts and sweatshirts (including infants)	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Men's and boys' shirts, dress, not knit or crocheted	Doz.	22. 186
46	Men's and boys' shirts, sport, not knit or crocheted	Doz.	24. 457
47	Men's and boys' shirts, work, not knit or crocheted	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or over	Doz.	50. 0
49	All other coats	Doz.	32. 5
50	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17. 797
51	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17. 797
52	Blouses, whether or not in sets	Doz.	14. 53
53	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	Doz.	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	Doz.	25. 0
55	Dressing gowns, including bathrobes and beach robes, lounging gowns, dusters and housecoats, not knit or crocheted	Doz.	51. 0
56	Men's and boys' undershirts (not T-shirts)	Doz.	9. 2
57	Men's and boys' briefs and undershorts	Doz.	11. 25
58	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	Doz.	5. 0
59	All other underwear, not knit or crocheted	Doz.	16. 0
60	Nightwear and pajamas	Doz.	51. 96
61	Brassieres and other body supporting garments	Doz.	4. 75
62	Other knitted or crocheted clothing	Lb.	4. 6
63	Other clothing, not knit, or crocheted	Lb.	4. 6
64	All other cotton textile items	Lb.	4. 6
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit Hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 0
105	Billiard cloth	Syd.	1. 0
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc., n.e.s.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 0
109	Pile and tufted fabrics	Syd.	1. 0
110	Knit fabrics in the piece	Lb.	1. 95
111	Hosiery	Dpr.	2. 7814
112	Gloves and mittens	Dpr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infants' articles, knit not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
116	Knit wearing apparel, n.e.s., valued not over \$5 per pound	Lb.	1.95
117	Knit wearing apparel, n.e.s., valued over \$5 per pound	Lb.	1.95
118	Hats, caps, not blocked	Lb.	1.95
119	Hats, caps, blocked; finished	Lb.	1.95
120	Men's and boys' suits	No.	4.5
121	Men's and boys' outer coats	No.	4.5
122	Women's, misses', and children's coats and suits	No.	4.75
123	Women's, misses', and children's separate skirts	No.	1.5
124	Trousers, slacks and shorts	No.	1.5
125	Articles of wearing apparel, n.e.s.	Lb.	2.0
126	Lace and net articles including veiling	Lb.	1.95
128	Miscellaneous manufactures of wool	Lb.	1.95
131	Braided floor coverings	Sft.	0.11
132	Wool floor coverings, n.e.s.	Sft.	0.11
200	Textured yarns	Lb.	3.51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5.19
202	Yarn wholly of continuous filament, other	Lb.	11.6
203	Yarn wholly of non-continuous filament, cellulosic	Lb.	3.4
204	Yarn wholly of non-continuous filament, other	Lb.	4.12
205	Yarns, other	Lb.	3.51
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1.0
207	Woven fabrics, cellulosic, wholly made of non-continuous fibers	Syd.	1.0
208	Woven fabrics, other, wholly of continuous man-made fibers	Syd.	1.0
209	Woven fabrics, other, wholly of non-continuous fibers		1.0
210	Woven fabrics, other, of man-made fibers	Syd.	1.0
211	Knit fabrics	Lb.	7.8
212	Pile and tufted fabrics	Syd.	1.0
213	Specialty fabrics	Lb.	7.8
214	Gloves and mittens, knit, whether or not ornamented	Dpr.	3.53
215	Hosiery	Dpr.	4.6
216	Dresses, knit	Doz.	45.3
217	Pajamas and other nightwear, knit	Doz.	51.96
218	T-shirts, knit	Doz.	7.24
219	Shirts, other (including blouses), knit	Doz.	18.36
220	Skirts, knit	Doz.	17.8
221	Sweaters and cardigans, knit	Doz.	36.8
222	Trousers, slacks, and shorts, knit, women's, girls' and infants'	Doz.	17.8
223	Underwear, knit	Doz.	16.0
224	Other wearing apparel, knit whether or not ornamented	Lb.	7.8
225	Body-supporting garments	Doz.	4.75
226	Handkerchiefs	Doz.	1.66
227	Mufflers, scarves and shawls, not knit	Lb.	7.8
228	Blouses, not knit	Doz.	14.53

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
229	Coats, not knit	Doz.	41. 25
230	Dresses, not knit	Doz.	45. 3
231	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51. 0
232	Pajamas and other nightwear, not knit	Doz.	51. 96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21. 3
234	Dress shirts, not knit	Doz.	22. 19
235	Shirts, other, not knit	Doz.	24. 46
236	Skirts, not knit	Doz.	17. 8
237	Suits, not knit	No.	4. 5
238	Trousers, slacks and shorts, not knit	Doz.	17. 8
239	Underwear, not knit	Doz.	16. 0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7. 8
241	Floor coverings	Sft.	0. 11
242	Other furnishings	Lb.	7. 8
243	Manufacturers, n.e.s. of man-made fiber	Lb.	7. 8

*The Colombian Minister of Economic Development to the American
Ambassador*

REPUBLICA DE COLOMBIA



MINISTERIO DE DESARROLLO ECONOMICO

Bogotá, D.E.
28 de mayo de 1975

Sefior Embajador :

Tengo el honor de acusar recibo de la nota No. 674 del 28 de mayo de 1975, en la cual Vuestra Excelencia se refiere al Acuerdo relacionado con el comercio de textiles a suscribirse entre los Gobiernos de Colombia y Estados Unidos de América.

En representación del Gobierno de Colombia, me es grato confirmarle que el texto de su nota está de acuerdo con las conversaciones mencionadas por Vuestra Excelencia. En consecuencia su nota y esta de confirmación constituyen un acuerdo entre los dos Gobiernos sobre el particular.

Acepte, Excelencia, el reconocimiento de mi mas alta consideración y aprecio.

JORGE RAMIREZ OCAMPO
Ministro de Desarrollo Económico

Al Excelentísimo Señor
VIRON P. VAKY
Embajador de los Estados Unidos de América
Bogotá

TRANSLATION

REPUBLIC OF COLOMBIA
Ministry of Economic Development

Bogotá, May 28, 1975

Mr. Ambassador:

I have the honor to acknowledge receipt of note No. 674 of May 28, 1975, in which Your Excellency refers to the Agreement Concerning Trade in Textiles, to be signed between the Governments of Colombia and the United States of America.

Representing the Government of Colombia, I take pleasure in confirming to Your Excellency that the text of your note agrees with the discussions mentioned by you. Therefore, your note and this reply shall constitute an agreement between our two Governments on this subject.

Accept, Excellency, the assurance of my highest consideration and esteem.

J Ramirez O
Jorge Ramirez Ocampo
Minister of Economic Development

His Excellency
Viron P. Vaky,
Ambassador of the
United States of America,
Bogotá.

INDIA

**Finance: Consolidation and Rescheduling of
Certain Debts**

*Agreement signed at Washington May 2, 1975;
Entered into force June 13, 1975.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF INDIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO THE
UNITED STATES GOVERNMENT AND ITS AGENCIES

The Government of the United States of America and the
Government of India agree as follows:

ARTICLE I

Application of the Agreement

1. Pursuant to the provisions and mutual undertakings, hereby incorporated into this Agreement, of the Record of Understanding among the member countries of the Indian Consortium signed in Washington on October 30, 1974^[1], by the Government of India and the International Bank for Reconstruction and Development as Chairman of the Consortium, the Government of the United States of America and the Government of India agree to defer and reschedule certain dollar obligations to the United States Government and its agencies falling due between August 28, 1974, and March 31, 1975, under the agreements listed in Annex A, as provided in this Agreement.

2. The United States of America, acting through the Agency for International Development ("A.I.D."), has made certain loans to, or for the benefit of, the President of India ("Borrower"), pursuant to the loan agreements and special loan repayment agreements listed in Annex A to this Agreement and any prior amendments thereto ("Original Agreements"), and the Borrower has undertaken certain payment obligations to A.I.D. pursuant to such Original Agreements.

3. The amount to be deferred and rescheduled under the terms and conditions of this Agreement will be \$45,000,000, as indicated in said Record of Understanding. The estimated amounts available for deferral and rescheduling are listed in Annex B to this Agreement.

¹ For text, see p. 960.
[Footnote added by the Department of State.]

ARTICLE II

Definitions

For purposes of this Agreement:

1. The term "Original Agreements" shall refer to the agreements concluded between the Borrower and the Agency for International Development which are listed in Annex A.

2. The term "Consolidated Debt" shall refer to the principal, interest, and credit fees due and payable to the Government of the United States of America between August 28, 1974 and March 31, 1975, under the Original Agreements, which is computed to be \$45,000,000, as set forth in Annex B to this Agreement.

3. The term "Consolidation Interest" shall refer to interest accruing and payable on the Consolidated Debt after the respective due dates under the Original Agreements.

ARTICLE III

Terms and Conditions of Payment

1. Deferral and terms of repayment shall be as follows:

(a) Payment of all interest and credit fees and repayment of all installments of principal due and payable to A.I.D. by the Borrower pursuant to the Original Agreements during the period commencing on August 28, 1974, and terminating on March 31, 1975, amounting to \$45,000,000 ("Consolidated Debt") as set forth in Annex B to this Agreement, shall be deferred.

TIAS 8082

(b) The Borrower shall pay the Consolidated Debt to A.I.D. in nineteen equal annual installments on April 1 of each year commencing on April 1, 1982.

(c) The Borrower shall pay annually to A.I.D., on April 1 of each year, interest on the unpaid balance of the Consolidated Debt ("Consolidation Interest"), and on any Consolidation Interest due and unpaid, at the rate of 1.72 percent per annum computed on the basis of a three hundred and sixty (360) day year. Such interest shall commence to accrue on the due date specified in each of the Original Agreements for each payment of interest or credit fee and each repayment of principal deferred pursuant to subsection (a) of this Section. The first payment of Consolidation Interest shall be due and payable on April 1, 1975.

2. The amortization schedule for payment of the Consolidated Debt and Consolidation Interest is set forth in Annex C of this Agreement.

3. Except as otherwise expressly provided herein, payment of obligations which become due and payable by Borrower to A.I.D. pursuant to each of the Original Agreements shall be paid in accordance with the existing terms of each.

ARTICLE IV

Entry into Force

1. To the extent not amended herein, or rendered inconsistent hereby, the terms and conditions of the Original Agreements, including, but not limited to, events of default and remedies upon default, shall remain in full force and effect.

2. Except as A.I.D. may otherwise agree in writing, within thirty (30) days from the date of this Agreement, and as a condition to the effectiveness of this Agreement, Borrower shall furnish to A.I.D., in form and substance satisfactory to A.I.D., a legal opinion of counsel satisfactory to A.I.D. that this Agreement has been duly authorized or ratified by, and executed and delivered on behalf of the Borrower and constitutes a valid and legally binding obligation of the Borrower in accordance with its terms.

3. This Agreement will enter into force when the Government of the United States notifies the Government of India in writing that domestic United States laws and regulations covering debt rescheduling have been complied with. [¹]

DONE at Washington in duplicate this second day of May, 1975.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

 [²]

FOR THE GOVERNMENT OF INDIA:

 [³]

¹ June 13, 1975.

² Paul H. Boeker

³ G. V. Ramakrishna

[Footnotes added by the Department of State.]

ANNEX A
INDIA - AGENCY FOR INTERNATIONAL DEVELOPMENT
LIST OF LOANS RESCHEDULED

AID LOAN NUMBER	DATE OF AGREEMENT	TITLE	GRADE	INTEREST RATE	INITIAL AMORT. DATE
				AMORT.	
386-B-001	06-15-51	Food Grain Assistance	2-1/2	2-1/2	06-30-57
386-H-052	02-26-62	Central Thermal Power Project	3/4	3/4	04-06-72
286-B-055	06-21-62	Non-Project Imports	3/4	3/4	08-28-72
386-H-056	06-21-62	Bandal Thermal Power Project	3/4	3/4	10-01-72
386-H-057	06-21-62	Patherdih Coal Washery	3/4	3/4	11-01-72
386-H-058	06-21-62	Fourth Railway	3/4	3/4	03-18-73
386-H-059	06-28-62	Second Premier Automobiles	3/4	3/4	12-03-73
286-H-060	06-11-62	Roway Tire Cord Project	3/4	3/4	07-15-73
386-H-061	06-28-62	Pambra-Kakki Hydroelectric Project	3/4	3/4	08-09-73
386-H-062	06-28-62	Industrial Finance Corporation - Second Loan	3/4	3/4	06-19-73
386-H-063	06-11-62	Trombay Thermal Power Station	3/4	3/4	01-02-73
386-H-065	11-08-62	Hindustan Motor Loan	3/4	3/4	03-23-73
386-H-067	09-25-62	Telco Truck Expansion	3/4	3/4	03-28-73
386-H-068	05-21-63	Ramagundam Thermal Power	3/4	3/4	06-13-75
386-H-069	03-08-63	Delhi "C" Thermal Power Extension Station	3/4	3/4	01-21-75
386-H-070	03-08-63	Satputra Thermal Power	3/4	3/4	10-30-74
386-H-081	10-21-63	Central Ropeway "L" Project	3/4	3/4	11-27-74
386-H-082	02-25-63	Second Non-Project Loan	3/4	3/4	05-06-73
386-H-084	10-21-63	Chandrapura Thermal Elec. Power Proj., Stage II	3/4	3/4	01-18-75
386-H-086	10-21-63	Fifth Railway	3/4	3/4	01-06-75
386-H-087	11-29-63	Dugia Coal Washery Plant II	3/4	3/4	06-02-74
386-H-091	12-07-63	Tatrapur Nuclear Power	3/4	3/4	06-24-74
386-H-101	07-21-64	National Engineering Industries Ltd.	3/4	3/4	10-14-76
386-H-103	02-24-64	Commodity Program Assistance - 63-64	3/4	2	03-10-74
386-H-104	06-19-64	Trombay Methanol and Fertilizer Project	3/4	2	09-09-74
386-H-109	11-30-64	Shankarvathi Hydroelectric Project III	3/4	2	09-27-76
386-H-111	11-30-64	Commodity Program "L"	3/4	2	04-13-75
386-H-115	03-31-65	Consulting Services "L"	3/4	2	10-19-75
386-H-118	05-03-65	Industran Motors - Trucks	3/4	2	04-18-76
386-H-119	05-03-65	Hindustan Motors - Shovels	3/4	2	01-12-76
386-H-120	12-31-64	Telco Truck Expansion	3/4	2	06-10-75
386-H-121	11-30-64	Sixth Railway	3/4	2	06-28-75
386-H-127	06-17-65	Seventh Railway	1	2-1/2	05-17-75
386-H-138	06-17-65	Commodity Program Assistance - 1964-1965	1	2-1/2	09-28-75

A.I.D.

AID LOAN NO:3ER	DATE OF AGREEMENT	TITLE	INTEREST RATE		INITIAL AMORT. DATE
			GRACE	ANORT.	
386-H-141	05-25-66	Operation Hardrock	1	2-1/2	03-13-78
386-H-143	06-01-66	Dhuvaran Thermal Power II	1	2-1/2	01-08-78
386-H-152	01-04-66	Fertilizer Commodity Loan - 1966	1	2-1/2	02-25-76
386-H-155	05-13-66	Commodity Program Assistance - 1966	1	2-1/2	08-03-76
386-H-160	07-08-66	Commodity Program Assistance - 1966	1	2-1/2	01-18-77
386-H-164	06-02-67	Indian Higher Education	1	2-1/2	12-16-78
386-H-168	05-10-67	Commodity Program Assistance - 1967	1	2-1/2	12-04-77
386-H-176	10-28-67	Commodity Program Assistance - 1967	1	2-1/2	04-02-73
386-H-184	05-12-68	Production Loan - 1968	2	2-1/2	08-16-78
386-H-186	01-19-68	Fertilizer Commodity Loan - 1968-1969	2	2-1/2	09-25-78
386-H-196	12-26-68	Production Loan - 1969	2	3	06-24-79
386-H-200	10-16-69	Private Sector Capital Equipment Loan - 1970	2	3	08-01-80
386-H-201	06-18-71	Indian Farmers Fertilizer Cooperative Ltd.	2	3	07-13-81
386-H-207	06-23-70	Production Loan - 1970	2	3	09-14-80
386-H-212	03-13-71	Commodity Program Loan	2	3	06-17-81

ANNEX B

India - Agency for International Development
Payments Subject to Rescheduling
For the Period from August 28, 1974 to March 31, 1975
(in U.S. Dollars)

<u>Loan No.</u>	<u>Due Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
386-B-001	12-31-74	3,522,647.47	1,473,057.79	4,995,705.26
386-H-052	10-06-74	543,389.28	113,971.50	657,360.78
055	08-28-74	3,274,194.21	227,542.71	3,501,736.92
055	02-28-75	3,274,194.21	687,580.78	3,961,774.99
056	10-01-74	612,992.01	131,024.97	744,016.98
057	11-01-74	65,105.16	13,916.23	79,021.39
058	09-18-74	703,938.21	153,089.45	857,027.66
058	03-18-75	703,938.21	150,449.68	854,387.89
059	12-03-74	47,108.52	10,246.10	57,354.62
060	01-15-75	131,253.22	28,547.58	159,800.80
061	02-09-75	297,756.04	64,301.44	362,057.48
062	12-19-74	281,353.84	63,308.69	344,662.53
063	01-02-75	290,418.07	62,076.86	352,494.93
066	02-23-75	255,447.97	55,583.78	311,031.75
067	09-28-74	223,317.15	48,571.48	271,888.63
067	03-28-75	223,317.15	47,734.04	271,051.19
068	12-18-74	-	20,529.75	28,529.75
069	01-21-75	226,973.90	51,804.11	278,778.01
077	10-30-74	313,509.67	71,685.88	385,195.55
081	11-27-74	121,792.90	27,403.40	149,196.30
082	11-06-74	3,908,132.83	850,018.89	4,758,151.72
084	01-18-75	194,777.74	44,547.91	239,325.65
086	01-06-75	257,996.24	58,941.13	316,937.37
087	12-02-74	81,916.13	18,431.12	100,347.25
091	12-24-74	1,178,869.24	265,204.33	1,444,073.57
101	10-14-74	-	15,923.66	15,923.66
103	02-10-75	2,715,621.16	2,217,761.57	4,933,382.73
104	09-09-74	81,874.23	25,632.68	107,506.91
104	03-09-75	82,692.98	67,535.08	150,228.06
109	09-27-74	-	6,827.57	6,827.57
109	03-27-75	-	6,827.57	6,827.57
111	10-13-74	-	183,909.86	183,909.86
115	10-19-74	-	1,930.93	1,930.93
118	10-18-74	-	82,574.36	82,574.36
119	01-12-75	-	10,392.76	10,392.76
120	12-10-74	-	44,114.44	44,114.44
121	12-28-74	-	26,751.60	26,751.60
137	11-17-74	-	18,996.38	18,996.38
138	09-28-74	-	943,908.00	943,908.00
138	03-28-75	-	943,908.00	943,908.00
141	09-13-74	-	16,626.58	16,626.58
141	03-13-75	-	16,626.58	16,626.58
143	01-08-75	-	87,366.06	87,366.06
152	02-25-75	-	249,835.63	249,835.63
155	02-05-75	-	483,492.99	483,492.99
160	01-18-75	-	747,164.52	747,164.52
164	12-16-74	-	36,522.54	36,522.54
168	12-04-74	-	657,304.63	657,304.63
176	10-02-74	-	249,474.23	249,474.23
184	02-16-75	-	2,237,423.39	2,237,423.39
188	02-05-75	-	230,000.00	230,000.00
196	12-24-74	-	1,932,626.73	1,932,626.73
200	02-03-75	-	169,913.26	169,913.26
201	01-13-75	-	177,857.01	177,857.01
207	09-14-74	-	1,551,076.65	1,551,076.65
207	03-14-75	-	1,593,096.05	1,593,096.05
212	12-17-74	-	1,594,501.35	1,604,501.35
49 Loans		<u>23,614,527.74</u>	<u>21,385,472.26</u>	<u>45,000,000.00</u>

1/ Principal \$3,274,194.21 and interest \$609,859.01 totalling \$3,974,053.22 were paid.
Upon signing of the agreement, AID will refund the total amount rescheduled, under
Loan No. 386-H-055, \$3,501,736.92 to the Government of India.

India - Agency for International Development
Schedule of Repayment Resulting from Rescheduling
Certain Dollar Payments Due August 28, 1974 to March 31, 1975

<u>Due Date</u>	<u>Total</u>	<u>Interest 1.72%</u>	<u>Principal</u>	<u>Outstanding Balance</u>
April 1, 1975	194,927.00	194,927.00 ^{1/}		45,000,000.00
April 1, 1976	774,000.00	774,000.00		
April 1, 1977	774,000.00	774,000.00		
April 1, 1978	774,000.00	774,000.00		
April 1, 1979	774,000.00	774,000.00		
April 1, 1980	774,000.00	774,000.00		
April 1, 1981	774,000.00	774,000.00		
April 1, 1982	3,142,421.10	774,000.00	2,368,421.10	42,631,578.90
April 1, 1983	3,101,684.21	733,263.16	2,368,421.05	40,263,157.85
April 1, 1984	3,060,947.37	692,526.32	2,368,421.05	37,894,736.80
April 1, 1985	3,020,210.52	651,789.47	2,368,421.05	35,526,315.75
April 1, 1986	2,979,473.68	611,052.63	2,368,421.05	33,157,004.70
April 1, 1987	2,938,736.84	570,315.79	2,368,421.05	30,789,473.65
April 1, 1988	2,898,000.00	529,578.95	2,368,421.05	28,421,052.60
April 1, 1989	2,857,263.15	488,842.10	2,368,421.05	26,052,631.55
April 1, 1990	2,816,526.31	448,105.26	2,368,421.05	23,684,210.50
April 1, 1991	2,775,789.47	407,368.42	2,368,421.05	21,315,789.45
April 1, 1992	2,735,052.63	366,631.58	2,368,421.05	18,947,360.40
April 1, 1993	2,694,315.79	325,894.74	2,368,421.05	16,578,947.35
April 1, 1994	2,653,578.94	285,157.89	2,368,421.05	14,210,526.30
April 1, 1995	2,612,842.10	244,421.05	2,368,421.05	11,842,105.25
April 1, 1996	2,572,105.26	203,684.21	2,368,421.05	9,473,684.20
April 1, 1997	2,531,368.42	162,947.37	2,368,421.05	7,105,263.15
April 1, 1998	2,490,631.58	122,210.53	2,368,421.05	4,736,842.10
April 1, 1999	2,449,894.73	81,473.68	2,368,421.05	2,368,421.05
April 1, 2000	2,409,157.89	40,736.84	2,368,421.05	-0-
Total	57,578,926.99	12,578,926.99		45,000,000.00

^{1/} Interest is computed from last due date of individual loan to March 31, 1975 at contractual interest rate on total amount rescheduled.

INDIA CONSORTIUM

Record of Understanding Regarding Debt Relief to India, 1974/75

1. Following a meeting of the India Consortium in Paris on June 13 and 14, 1974, and subsequent discussions, members agreed to provide debt relief to India for 1974/75 as follows:

	Millions of Creditor Currency Units ¹	US\$ Millions ¹
Austria	50. 86	2. 43
Belgium	71. 37	1. 77
Canada	²	²
Denmark	4. 99 ³	0. 79 ³
France	69. 28	15. 05
Germany	154. 00	57. 70
Italy	⁴	⁴
Japan	12, 142. 86	43. 35
Netherlands	12. 76	4. 59
Norway	⁵	⁵
Sweden	5. 79	1. 27
UK	9. 38	21. 80
USA	45. 00	45. 00
 Total		193. 75

¹ Based on exchange rates prevailing in December 1973.

² Canada has indicated that it is not able to participate at this time in debt relief for India in 1974/75 and is, therefore, not at this time a party to this Record of Understanding.

³ Denmark is providing DKK 2.99 million of this total by permitting payment in rupees.

⁴ Italy has confirmed that it would participate in debt relief. Although Italy has not so far determined the amount of its contribution, it has indicated that its contribution will fall short of 45% of debt service due.

⁵ In February 1973, Norway wrote off the full stock of public debt held by India.

2. Members agreed that as from 1974/75 their overall assistance, comprising new aid as well as debt relief, would be on terms equivalent to a grant element of no less than 62%. Members also agreed that there was a need for further improvement and that as a longer-run goal they would aim at further raising the grant element of their overall assistance. France announced its intention of further improving the grant element of its debt relief but it could not at this time agree to the objective of 62%. Japan agreed to provide a grant element of 62% for debt relief but it could not agree to specify objectives for terms of new aid; however, Japan would continue its efforts to soften the terms of its aid to India. Italy has indicated that it would be unable to reach the 62% grant element in the terms of debt relief or new aid.

3. While agreeing to provide debt relief and new aid to India in 1974/75 members emphasized that progress in India was dependent above all on India's own efforts and the Government's policies. Particular importance was attached to the fuller use of domestic resources and of existing capacities, investment in agriculture and more effective export promotion.

4. The Government of India recognized the need to mobilize additional external assistance from sources other than the Consortium. Specifically, the Government of India will seek to realize a substantial positive net transfer of aid from the traditional non-Consortium countries; with respect to 1974/75, the Government will aim for, and estimates to receive, a net transfer from these countries in the range of the amount used in the World Bank's projection of India's balance of payments for the year. In this connection the Government stressed that India's aid and debt relations with the rupee payment area differed from those with the countries represented in the Consortium and did not impose a balance of payments strain on the Indian economy. It remained the Government's policy to accord comparable treatment to all its creditors. The Government of India was making an effort to secure debt relief from the traditional non-Consortium countries. The Government will also seek continued liberalization of aid and trade with such countries so as to assure the provision of commodities suited to India's needs. The Government of India will also seek to continue obtaining financial assistance from other non-Consortium sources. Finally, the Government of India will seek to achieve a softening in the terms of aid from all non-Consortium countries to match the quality of aid being provided by the Consortium.

5. The Bank undertook to remain in consultation with the Government of India to keep itself and members of the Consortium informed on the subject of paragraph 4.

G. V. RAMAKRISHNA

For the Government of India

OCTOBER 30, 1974

WILLIAM DIAMOND

For the Consortium

CHILE
Agricultural Commodities

*Agreement amending the agreement of October 25, 1974,
as amended.*

*Effectuated by exchange of notes
Signed at Santiago May 22, 1975;
Entered into force May 22, 1975.*

*The American Ambassador to the Chilean Acting Minister of Foreign
Relations*

EMBASSY OF THE UNITED STATES OF AMERICA SANTIAGO, CHILE

No. 150

MAY 22, 1975

EXCELLENCY:

I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 25, 1974, as amended November 22, 1974 and April 1, 1975,[¹] and to propose that the Agreement be further amended as follows:

In Part II, Item 1, entitled Commodity Table: (1) under the appropriate columns for Wheat/Wheat Flour delete "300,000" and "\$51.7" and insert "350,000" and "\$57.8", and (2) under Total Export Market Value delete "\$51.7" and insert "\$57.8".

All other terms and conditions of the October 25, 1974 Agreement, as amended, are to remain the same.

I propose that this Note and your reply concurring therein will constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

DAVID H. POPPER

His Excellency

Major General HERMAN BRADY ROCHE
Acting Minister of Foreign Relations
Santiago, Chile

¹ TIAS 7993, 8030; 25 UST 3495; *ante*, p. 259.

The Chilean Acting Minister of Foreign Relations to the American Ambassador



REPUBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

SANTIAGO, Mayo 22 de 1975.

SEÑOR EMBAJADOR:

Tengo el agrado de acusar recibo de su Nota de esta misma fecha, mediante la cual propone enmendar el Convenio sobre Productos Agrícolas entre nuestros dos Gobiernos, firmado el 25 de Octubre de 1974, y en la cual dice lo siguiente:

"Tengo el honor de referirme al Acuerdo sobre Venta de Productos Agrícolas suscrito el 25 de Octubre de 1974 por representantes de nuestros dos Gobiernos, relativo al Título I de la Ley Pública 480, modificado el 22 de Noviembre de 1974, y el 1º de Abril de 1975, y de proponer que dicho Acuerdo sea nuevamente modificado como sigue:

En la Parte II, Item I, titulado Tabla de Productos:

(1) bajo las columnas apropiadas para Trigo-Harina de Trigo suprimir "300.000" y "3 51.7" e insertar "350.000" y "3 57.8", y

(2) bajo Valor Total de Mercado de Exportación suprimir "3 51.7" e insertar "3 57.8".

Todos los demás términos y condiciones del Acuerdo modificadorio del 25 de Octubre de 1974 quedarán iguales.

Propongo que la presente Nota y la contestación de V.E. manifestando su conformidad constituyan un Acuerdo entre nuestros dos Gobiernos, efectivo desde la fecha de su Nota.

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

Excelentísimo Señor
David Henry Popper
Embajador de los Estados Unidos de América
PRESENTE

Mi Gobierno concuerda con el texto transscrito precedentemente,
por lo cual la Nota de Vuestra Excelencia y la presente comunicac-
ción conforman un Acuerdo entre ambas Partes.

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

Herman Brady Roche

General de División

Ministro de Relaciones Exteriores

Subrogante

TRANSLATION

REPUBLIC OF CHILE
Ministry of Foreign Relations

Santiago, May 22, 1975

Mr. Ambassador:

I take pleasure in acknowledging receipt of your note dated today, proposing that the Agricultural Sales Agreement between our two Governments, signed on October 25, 1974, be amended, and reading as follows:

[For the English language text, see p. 962.]

My Government concurs in the foregoing text, and therefore Your Excellency's note and this reply shall constitute an agreement between the two parties.

I avail myself of this opportunity to renew to Your Excellency the assurances of my highest and most distinguished consideration.

HERMAN BRADY ROCHE

Herman Brady Roche

General

Acting Minister of Foreign Relations

His Excellency
David Henry Popper,
Ambassador of the
United States of America,
Santiago.

SOCIALIST REPUBLIC OF ROMANIA

Trade in Cotton Textiles

Agreement effected by exchange of notes

Signed at Washington June 2, 1975;

Entered into force June 2, 1975;

Effective January 1, 1975.

The Secretary of State to the Romanian Ambassador

JUNE 2, 1975

EXCELLENCE:

I refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973, [1] hereinafter referred to as the Arrangement. I also refer to the recent discussions between Representatives of our two Governments concerning exports of cotton textiles from Romania to the United States. As a result of those discussions, and in conformity with Articles 4 and 6 of the Arrangement, I wish to propose the following agreement relating to trade in cotton textiles between Romania and the United States to replace and supersede, effective January 1, 1975, the existing Cotton Textile Agreement of December 31, 1970, [2] relating to this trade.

1. The term of this Agreement shall be from January 1, 1975 through December 31, 1977. During such term, the Government of the Socialist Republic of Romania shall limit annual exports from Romania to the United States of America to the annual levels specified in the following paragraphs.

2. The aggregate limit for the three agreement years shall be as follows:

	Limit Square Yards Equivalent
1st Agreement Year (January 1-December 31, 1975)	18, 000, 000
2nd Agreement Year (January 1-December 31, 1976)	19, 260, 000
3rd Agreement Year (January 1-December 31, 1977)	20, 608, 000

3. (a) Within the aggregate limit, exports in individual categories shall be subject to category consultation levels. For categories not

¹ TIAS 7840; 25 UST 1001.

² TIAS 7017; 21 UST 2727.

listed in (b) of this paragraph, the annual consultation levels shall be 1,000,000 square yards equivalent for each nonapparel category and 700,000 square yards equivalent for each apparel category.

(b) The following categories shall have designated annual consultation levels as indicated:

	Designated Annual Consultation Level
26 (part) Other cotton fabrics, carded, except Duck	3,000,000
41 All white T-shirts	3,000,000
42 Other T-shirts	3,000,000
43 Other Knit shirts	3,000,000
47 Work shirts, not knit	1,500,000
48 Raincoats, $\frac{3}{4}$ length or longer	3,000,000
49 Other coats	3,000,000
50 Trousers, slacks and shorts, Men's and boys'	3,000,000

(c) In the event the Government of the Socialist Republic of Romania wishes to export to the United States of America textile products in excess of the applicable consultation levels, the Government of the Socialist Republic of Romania shall request the higher levels and the Government of the United States of America shall consider the request sympathetically and shall respond promptly. If, because of problems of market disruption in the United States of America in a category subject to such request, the United States of America is unable to comply fully, the United States of America will so inform the Government of the Socialist Republic of Romania and will supply information which forms the basis of the position taken by the United States of America. The Government of the United States of America will consult promptly with the Government of the Socialist Republic of Romania to arrive at a mutually satisfactory solution. Until a mutually satisfactory solution is reached, shipments shall not exceed the existing consultation level.

4. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit by allocating to the limit for that year an unused portion of the aggregate limit for the previous agreement year (carryover) or a portion of the aggregate limit for the succeeding agreement year (carry forward).

(i) Carryover may be utilized as available up to 11 percent of the receiving year's aggregate limit, but for the first agreement year only shall be limited to 5 percent.

(ii) Carry forward may be utilized up to 6 percent of the receiving year's aggregate limit and charged against the next year's aggregate limit.

(iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's aggregate limit in any agreement year.

(b) For purposes of this agreement a shortfall occurs when exports from the Socialist Republic of Romania to the United States

of America during an agreement year are below the aggregate limit in this agreement or the limit in force for the year ending December 31, 1974, provided for in the Cotton Textile Agreement of December 31, 1970. The carryover shall not exceed the amount of such shortfalls.

(c) Carryover and carry forward shall not be used to exceed any category consultation level except in accordance with the consultation procedures of paragraph 3(c), hereof.

(d) The limits referred to in subparagraphs (a) and (b) of this paragraph are without any adjustments hereunder.

5. In accordance with Article 12, paragraph 3, of the Arrangement and subject to the establishment of a mutually agreed upon certification system exports from the Socialist Republic of Romania to the United States of America of handloom fabrics of the cottage industry of Romania, or handmade cottage industry products of such handloom fabrics, or traditional folklore textile products shall not be subject to the provisions of this Agreement.

6. The Government of the Socialist Republic of Romania shall use its best efforts to space exports from Romania to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

7. The Government of the United States of America shall promptly supply the Government of the Socialist Republic of Romania with data on monthly imports of cotton textiles from Romania; and the Government of the Socialist Republic of Romania shall promptly supply the Government of the United States of America with quarterly data on exports of cotton textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

8. In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the chief weight or chief value criterion provided for in Article 12 of the Arrangement is used, the chief value criterion used by the Government of the United States of America shall apply.

9. The Government of the Socialist Republic of Romania and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement.

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

11. If the Government of the Socialist Republic of Romania considers that, as a result of limitations specified in this agreement, Romania is being placed in an inequitable position vis-a-vis a third country, the Government of the Socialist Republic of Romania may request consultation with the Government of the United States of

America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

12. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton textiles from Romania to the United States.

13. The Government of the United States of America may assist the Government of the Socialist Republic of Romania in implementing the limitation provisions of this agreement by controlling imports of cotton textiles covered by the agreement.

14. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If the foregoing proposal is acceptable to the Government of the Socialist Republic of Romania, this note and your note of confirmation on behalf of the Government of the Socialist Republic of Romania shall constitute an agreement between the Government of the Socialist Republic of Romania and the Government of the United States of America.

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

For the Secretary of State:

JULIUS L. KATZ

His Excellency

CORNELIU BOGDAN,

Ambassador of The Socialist Republic of Romania.

ANNEX

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Cotton yarn, singles, carded not ornamented, etc.	Lb.	4. 6
2	Cotton yarn, plied, carded not ornamented, etc.	Lb.	4. 6
3	Cotton yarn, singles, combed not ornamented, etc.	Lb.	4. 6
4	Cotton yarn, plied, combed not ornamented, etc.	Lb.	4. 6
5	Ginghams, carded yarn	Syd.	1. 0
6	Gingham, combed yarn	Syd.	1. 0
7	Velveteens	Syd.	1. 0
8	Corduroy	Syd.	1. 0
9	Sheeting, carded yarn	Syd.	1. 0

TIAS 8084

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
10	Sheeting, combed yarn	Syd.	1. 0
11	Lawns, carded yarn	Syd.	1. 0
12	Lawns, combed yarn	Syd.	1. 0
13	Voiles, carded yarn	Syd.	1. 0
14	Voiles, combed yarn	Syd.	1. 0
15	Poplin and broadcloth, carded yarn	Syd.	1. 0
16	Poplin and broadcloth, combed yarn	Syd.	1. 0
17	Typewriter ribbon cloth	Syd.	1. 0
18	Print cloth, shirting type, 80 x 80 type, carded yarn.	Syd.	1. 0
19	Print cloth, shirting type, other than 80 x 80 type, carded yarn.	Syd.	1. 0
20	Shirting, carded yarn	Syd.	1. 0
21	Shirting, combed yarn	Syd.	1. 0
22	Twill and sateen, carded yarn	Syd.	1. 0
23	Twill and sateen, combed yarn	Syd.	1. 0
24	Yarn-dyed fabrics, n.e.s., carded yarn	Syd.	1. 0
25	Yarn-dyed fabrics, n.e.s., combed yarn	Syd.	1. 0
26	Fabrics, n.e.s., carded yarn	Syd.	1. 0
27	Fabrics, n.e.s., combed yarn	Syd.	1. 0
28	Pillowcases, plain, carded yarn	No.	1. 084
29	Pillowcases, plain, combed yarn	No.	1. 084
30	Dish towels	No.	. 348
31	Towels, other than dish towels	No.	. 348
32	Handkerchiefs	Doz.	1. 66
33	Table damasks and manufactures	Lb.	3. 17
34	Sheets, carded yarn	No.	6. 2
35	Sheets, combed yarn	No.	6. 2
36	Bedspreads, including quilts	No.	6. 9
37	Braided and woven elastics	Lb.	4. 6
38	Fishing nets	Lb.	4. 6
39	Gloves and mittens	Doz. pr.	3. 527
40	Hose and half hose	Doz. pr.	4. 6
41	Men's and boys' all white T-shirts, knits or crocheted	Doz.	7. 234
42	Other T-shirts	Doz.	7. 234
43	Knitshirts, other than T-shirts and sweatshirts (including infants)	Doz.	7. 234
44	Sweaters and cardigans	Doz.	36. 8
45	Men's and boys' shirts, dress, not knit or crocheted	Doz.	22. 186
46	Men's and boys' shirts, sport, not knit or crocheted	Doz.	24. 457
47	Men's and boys' shirts, work, not knit or crocheted	Doz.	22. 186
48	Raincoats, $\frac{3}{4}$ length or over	Doz.	50. 0
49	All other coats	Doz.	32. 5
50	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17. 797
51	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	Doz.	17. 797
52	Blouses, whether or not in sets	Doz.	14. 53

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
53	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	Doz.	45. 3
54	Playuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	Doz.	25. 0
55	Dressing gowns, including bathrobes and beach robes, lounging gowns, dusters and housecoats, not knit or crocheted	Doz.	51. 0
56	Men's and boys' undershirts (not T-shirts)	Doz.	9. 2
57	Men's and boys' briefs and undershorts	Doz.	11. 25
58	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	Doz.	5. 0
59	All other underwear, not knit or crocheted	Doz.	16. 0
60	Nightwear and pajamas	Doz.	51. 96
61	Brassieres and other body supporting garments	Doz.	4. 75
62	Other knitted or crocheted clothing	Lb.	4. 6
63	Other clothing, not knit, or crocheted	Lb.	4. 6
64	All other cotton textile items	Lb.	4. 6

The Romanian Ambassador to the Secretary of State

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
WASHINGTON, D.C.

June 2, 1975

Dear Mr. Secretary:

I have the honor to acknowledge the receipt of your letter of June 2, 1975, referring to the Arrangement on trade in cotton textiles between the Socialist Republic of Romania and the United States of America, as it is presented in this letter, resulted from the discussions held in Bucharest between May 5-7 between the representative of our two governments and based on Articles 4 and 6 of the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973.

I have the honor to confirm on behalf of the Government of the Socialist Republic of Romania that the above mentioned letter and this reply constitute an agreement between our two governments relating to trade in cotton textiles between the Socialist Republic of Romania and the United States of America.

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

Sincerely yours,
C Bogdan
Corneliu Bogdan
Ambassador

THE HONORABLE
HENRY KISSINGER
SECRETARY OF STATE

CANADA

North American Air Defense Command

*Agreement effected by exchange of notes
Signed at Washington May 8, 1975;
Entered into force May 8, 1975;
Effective May 12, 1975.*

The Canadian Ambassador to the Secretary of State

Canadian Embassy



Ambassade du Canada

Sir,

I have the honour to refer to discussions which have taken place between representatives of our two Governments regarding future cooperation between Canada and the United States of America in the defence of North America. Our Governments remain convinced that such cooperation, conducted within the framework of the North Atlantic Treaty, [1] remains vital to their mutual security, compatible with their national interests and an important element of their contribution to the overall security of the NATO area.

As neighbours and allies within North America, our two Governments have accepted special responsibilities for the security of the Canadian-United States Region of NATO and, in fulfilling these responsibilities, have entered into a number of bilateral arrangements to facilitate joint defence activities. Among these, the arrangements for integrated air defence embodied in the North American Air Defence Command (NORAD) have provided, since 1958, the means of exercising effective operational control of the forces assigned by our two Governments to the air defence of North America.

¹ TIAS 1964; 63 Stat. 2241.

In the years since the NORAD Agreement was first concluded, there have been significant changes in the character of strategic weapons and in the nature of the threat they pose to North America. The most important of these changes has been the major increase in the number and sophistication of strategic missiles. One result has been the enhancement of mutual deterrence. Another is that while long-range bombers continue to pose a threat to North America, missiles now constitute the principal threat.

In light of these developments, our two Governments retain a common interest in the maintenance of effective surveillance and control of North American airspace and in preventing its use for purposes detrimental to the security of North America. Since surveillance and control in peace-time are expected to assume increasing importance, each Government has decided to establish a joint civil-military system to carry out these activities in conjunction with the air defence operations of NORAD.

The large volume of air traffic flowing daily to, from and within North America, much of it across the border between our two countries, dictates that our national aerospace surveillance and control systems be compatible with each other and requires a high degree of coordination between their military components. Our Governments agree that the necessary command and control arrangements can most effectively and economically be provided by the continued operation of the North American Air Defence Command.

In addition to performing the airspace surveillance and control functions related to air defence, NORAD will continue to monitor space activities of strategic and tactical interest and provide warning of aerospace activities that may threaten North America. Canadian participation in the activities of NORAD's aerospace warning system does not involve any commitment by the Canadian Government to take part in an active ballistic missile defence arrangement.

In these circumstances, the primary objectives of NORAD will in future be:

- (a) to assist each country to safeguard the sovereignty of its airspace;
- (b) to contribute to the deterrence of attack on North America by providing capabilities for warning of attack and for defence against air attack;
- (c) should deterrence fail, to ensure an appropriate response against attack by providing for the effective use of the forces of the two countries available for air defence.

As in the case of all joint defence activities, the future activities envisaged for NORAD will require the closest cooperation between authorities of our two Governments and it is recognized that this can only be achieved in a mutually satisfactory way if full and meaningful consultation is carried out on a continuing basis. Our two Governments, therefore, undertake to ensure that such consultation takes place.

On the basis of our common appreciation of the circumstances described and of the experience gained since the inception of NORAD, my Government proposes that the following principles should govern the future organization and operations of the North American Air Defence Command:

1. The Commander-in-Chief, NORAD (CINCNORAD), and his Deputy in CINCNORAD's absence, will be responsible to the Chief of Defence Staff of Canada and the Joint Chiefs of Staff of the United States, who in turn, are responsible to their respective Governments. They will operate within a concept of surveillance, warning, control and defence approved by the appropriate authorities of our two Governments, who will bear in mind their objectives in the defence of the Canada-United States Region of the NATO area.
2. The North American Air Defence Command will include such combat units and individuals as are specifically allocated to it by the two Governments. The jurisdiction of the Commander-in-Chief, NORAD, over those units and individuals is limited to operational control as hereinafter defined.
3. "Operational Control" is the power to direct, coordinate, and control the operational activities of forces assigned, attached, or otherwise made available. No permanent changes of station would be made without approval of the higher national authority concerned. Temporary

reinforcement from one area to another, including the crossing of the international boundary, to meet operational requirements will be within the authority of commanders having operational control. The basic command organization for the defence forces of the two countries, including administration, discipline, internal organization and unit training, shall be exercised by national commanders responsible to their national authorities.

4. The appointment of CINCNORAD and his Deputy must be approved by the Canadian and United States Governments. They will not be from the same country, and the CINCNORAD staff shall be an integrated joint staff composed of officers of both countries. During the absence of CINCNORAD, command will pass to the Deputy Commander.
5. The North Atlantic Treaty Organization will continue to be kept informed through the Canada-United States Regional Planning Group of arrangements for the air defence of North America.
6. The plans and procedures to be followed by NORAD in wartime shall be formulated and approved by appropriate national authorities and shall be capable of rapid implementation in an emergency. Any plans or procedures recommended by NORAD which bear on the responsibilities of civilian departments or agencies of the two Governments

shall be referred for decision by the appropriate military authorities to those agencies and departments and may be the subject of inter-governmental coordination through an appropriate medium such as the Permanent Joint Board on Defence, Canada-United States.

7. Terms of reference for CINCNORAD and his Deputy will be consistent with the foregoing principles. Changes in these terms of reference may be made by agreement between the Canadian Chief of Defence Staff and the United States Joint Chiefs of Staff, with approval of higher authority, as appropriate, provided that these changes are in consonance with the principles set out in this note.
8. The financing of expenditures connected with the operation of the integrated headquarters of the North American Air Defence Command will be arranged by mutual agreement between appropriate agencies of the two Governments.
9. The agreement between parties to the North Atlantic Treaty regarding the status of their forces signed in London on June 19, 1951, [¹] shall apply.
10. Public statements by CINCNORAD on matters of interest to Canada and the United States of America will in all cases be the subject of prior consultation and agreement between appropriate agencies of the two Governments.

¹ TIAS 2846; 4 UST 1792.

If the Government of the United States of America concurs in the considerations and provisions set out herein, I have the honour to propose that this Note, which is equally authentic in English and French, and your reply to that effect shall constitute an Agreement between our two Governments, which will enter into force on the date of your reply, with effect from May 12, 1975. This Agreement will supersede the Agreement on the North American Air Defence Command concluded in Washington, D.C. on May 12, 1958 and subsequently renewed on March 30, 1968 and May 10, 1973. [¹]

The present agreement will remain in effect for a period of five years from May 12, 1975, during which its terms may be reviewed at any time upon the request of either party. It may be terminated by either Government, following twelve months' written notice to the other.

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

Marcel Cadieux.

Marcel Cadieux
Ambassador of Canada

May 8, 1975
WASHINGTON, D.C.

¹ TIAS 4031, 6467, 7618; 9 UST 538; 19 UST 4719; 24 UST 1037.

French Text of the Canadian Note Canadian Embassy

Ambassade du Canada

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu entre les représentants de nos deux gouvernements au sujet de la collaboration future entre le Canada et les Etats-Unis d'Amérique en ce qui a trait à la défense de l'Amérique du Nord. Nos gouvernements demeurent convaincus qu'une telle collaboration, menée dans le cadre du Traité de l'Atlantique Nord, est essentielle à leur sécurité mutuelle et compatible avec leurs intérêts nationaux, et qu'elle constitue un élément important de leur contribution à la sécurité générale de la zone de l'OTAN.

En tant que voisins et alliés au sein de l'Amérique du Nord, nos deux gouvernements ont accepté d'assumer des responsabilités spéciales à l'égard de la sécurité de la région Canada-Etats-Unis de l'OTAN et, pour s'acquitter de ces responsabilités, ont conclu un certain nombre d'ententes bilatérales en vue de faciliter les opérations de défense commune. A cet égard, les ententes visant l'unification de la défense aérienne sous la direction du Commandement de la défense aérienne de l'Amérique du Nord ont donné à nos deux gouvernements, depuis 1958, les moyens de diriger efficacement les opérations des forces affectées par ceux-ci à la défense aérienne de l'Amérique du Nord.

Depuis la signature de l'accord créant le NORAD, le caractère des armes stratégiques et la nature du danger qu'elles représentent pour l'Amérique du Nord se sont sensiblement modifiés. Le changement le plus important a été la prolifération et le perfectionnement considérable des missiles stratégiques, ce qui a eu pour effet le renforcement des dispositifs de dissuasion de part et d'autre. En outre, bien que les bombardiers à grand rayon d'action constituent toujours une menace pour l'Amérique du Nord, les missiles représentent le danger principal à l'heure actuelle.

Devant cette évolution de la situation, nos gouvernements ont tous deux intérêt à poursuivre la surveillance et le contrôle de l'espace aérien nord-américain et à empêcher qu'il serve à des fins contraires à la sécurité de l'Amérique du Nord. Comme la surveillance et le contrôle en temps de paix sont appelés à prendre une importance accrue, chacun des gouvernements a décidé de mettre sur pied à cet effet une organisation civile et militaire dont les activités seront parallèles aux opérations de défense aérienne du NORAD.

Du fait que la circulation aérienne à destination, en provenance et à l'intérieur même de l'Amérique du Nord, est chaque jour très dense et survole en grande partie notre frontière commune, nous avons tout intérêt à ce que nos deux systèmes nationaux de surveillance et de contrôle de l'espace aérien soient compatibles et à ce qu'une grande coordination existe entre leurs éléments militaires. Nos deux gouvernements conviennent que c'est en

en poursuivant les activités du Commandement de la défense aérienne de l'Amérique du Nord que les dispositions nécessaires en matière de commandement et de contrôle pourront être mises en œuvre de la manière la plus efficace et la plus économique.

En plus de remplir les fonctions de surveillance et de contrôle de l'espace aérien rattachées à la défense aérienne, le NORAD continuera à surveiller les activités dans l'espace qui revêtent un intérêt stratégique et tactique, et à donner l'alerte au cas où des activités aérospatiales pourraient constituer un danger pour l'Amérique du Nord. En acceptant de participer aux activités des systèmes d'alerte aérospatiale mis en place par le NORAD, le Gouvernement canadien ne s'engage nullement à être partie à un arrangement de défense active anti-engins balistiques.

Dans ces circonstances, le NORAD aura dorénavant pour objectifs principaux:

- a) d'aider chaque pays à sauvegarder la souveraineté de son espace aérien;
- b) de contribuer à décourager toute attaque contre l'Amérique du Nord en fournissant les moyens de donner l'alerte en cas d'attaque et de se défendre contre une attaque aérienne; et
- c) si la dissuasion devait s'échouer, d'assurer une riposte appropriée à toute attaque en prévoyant l'utilisation efficace des forces affectées par les deux pays à la défense aérienne.

Comme dans toutes les activités de défense commune, les activités envisagées pour l'avenir à l'intérieur du NORAD nécessiteront une collaboration des plus étroites entre les autorités de nos deux gouvernements, et il est reconnu que ce but ne pourra être atteint à la satisfaction des deux parties que dans le cadre de consultations régulières et sérieuses tenues sur une base permanente. Nos deux gouvernements s'engagent donc à veiller à ce que de telles consultations aient effectivement lieu.

Compte tenu de notre évaluation commune de la situation décrite et de l'expérience acquise depuis la création du NORAD, mon gouvernement propose que les principes suivants régissent à l'avenir l'organisation et les opérations du Commandement de la défense aérienne de l'Amérique du Nord:

1. Le Commandant en chef du NORAD (CINCNORAD) ainsi que son suppléant en l'absence du CINCNORAD relèveront directement du Chef de l'état-major de la Défense du Canada et de l'état-major interarmes des Etats-Unis, lesquels relèveront directement de leur gouvernement respectif. Ils obéiront à un plan général de surveillance, d'alerte, de contrôle et de défense approuvé par les autorités compétentes de nos deux gouvernements, lesquelles devront tenir compte de leurs objectifs en ce qui concerne la défense de la région Canada-Etats-Unis de la zone de l'OTAN.

2. Le Commandement de la défense aérienne de l'Amérique du Nord comprendra les unités de combat et les personnes que leur affecteront expressément les deux gouvernements. L'autorité du Commandant en chef du NORAD sur ces unités et ces personnes se limitera à la direction des opérations définies ci-dessous.
3. "Direction des opérations" désigne ici le pouvoir donné à une autorité de diriger, de coordonner et de contrôler les activités "opérationnelles" de forces affectées, attachées ou autrement confiées à cette autorité. Aucun changement permanent d'affectation ne serait effectué sans l'approbation de la haute autorité nationale intéressée. Les commandants dont relèvera la direction des opérations pourront envoyer des renforts provisoires d'une région à une autre, même au delà de la frontière, si les opérations l'exigent. L'organisation de base des commandements des forces de défense des deux pays, notamment en matière d'administration, de discipline, de régie interne et d'instruction des unités, sera placée sous l'autorité des commandants nationaux qui relèveront de leurs autorités nationales.

TIAS 8085

4. La nomination du CINCNORAD et de son suppléant doit être approuvée par les Gouvernements du Canada et des Etats-Unis. Ils ne devront pas venir du même pays. Le Commandant en chef aura à son service un état-major unifié se composant d'officiers des deux pays. En l'absence du Commandant en chef, l'autorité sera exercée par son suppléant.
5. L'Organisation du Traité de l'Atlantique Nord continuera, par l'entremise du Groupe régional de Planification Canada-Etats-Unis, d'être tenue au courant des mesures adoptées pour la défense aérienne de l'Amérique du Nord.
6. Les plans et les méthodes que le NORAD devra suivre en temps de guerre seront conçus et approuvés par les autorités nationales compétentes et devront être susceptibles d'une mise en oeuvre rapide en cas d'urgence. S'ils relèvent des attributions d'organismes ou de ministères civils des deux gouvernements, les plans et les méthodes recommandés par le NORAD devront être soumis par les autorités militaires compétentes à la décision de ces ministères et de ces organismes et pourront faire l'objet d'une coordination intergouvernementale par l'entremise d'un organisme approprié comme la Commission permanente canado-américaine de défense.

7. Les attributions du Commandant en chef et de son suppléant seront compatibles avec les principes exposés ci-dessus. Elles pourront être modifiées par voie d'accord entre le Chef de l'état-major de la Défense du Canada et l'état-major interarmes des Etats-Unis, avec l'approbation de la haute autorité compétente, au besoin, pourvu que les changements soient conformes aux principes énoncés dans la présente Note.
8. Le financement des dépenses relatives au fonctionnement du quartier général unifié du Commandement de la défense aérienne de l'Amérique du Nord fera l'objet d'un accord entre les organismes compétents des deux gouvernements.
9. L'accord que les parties au Traité de l'Atlantique Nord ont signé à Londres, le 19 juin 1951, au sujet du statut de leurs forces, s'appliquera en l'occurrence.
10. Le Commandant en chef du NORAD ne fera de déclarations publiques sur toute question intéressant le Canada et les Etats-Unis qu'après consultation et entente dans chaque cas entre les organismes compétents des deux gouvernements.

Si le Gouvernement des Etats-Unis approuve les considérations et dispositions susmentionnées, j'ai l'honneur de proposer que la présente Note, dont les versions anglaise et française font également foi, ainsi que votre réponse à cet effet constituent, entre nos deux gouvernements, un accord qui entrera en vigueur à la date de votre réponse et sera mis en application à compter du 12 mai 1975. Le présent Accord remplacera l'Accord concernant le Commandement de la défense aérienne de l'Amérique du Nord conclu à Washington, D.C., le 12 mai 1958 et reconduit par la suite le 30 mars 1968 et le 10 mai 1973.

Le présent Accord restera en vigueur pour une période de cinq ans à compter du 12 mai 1975 au cours de laquelle les dispositions pourront en être révisées en tout temps à la demande de l'une ou l'autre des parties. L'un ou l'autre des gouvernements pourra y mettre fin après avoir donné par écrit un préavis de douze mois à l'autre partie.

Veuillez accepter, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

Marcel Cadieux

Marcel Cadieux
Ambassadeur du Canada

Le 8 mai 1975
WASHINGTON, D.C.

The Secretary of State to the Canadian Ambassador

MAY 8, 1975

EXCELLENCY:

I have the honor to refer to your note of May 8, 1975 setting forth certain considerations and provisions concerning the continued co-operation of our two Governments in the North American Air Defense Command, which has been governed by the agreement concluded on May 12, 1958 and subsequently renewed on March 30, 1968 and May 10, 1973.

I am pleased to inform you that my Government concurs in the considerations and provisions set out in your note, and further agrees with your proposal that your note and this reply shall constitute an agreement between our two Governments effective as of May 12, 1975.

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

For the Secretary of State:

RICHARD D. VINE

His Excellency

MARCEL CADIEUX,

Ambassador of Canada.

MULTILATERAL
Constitution of the World Health Organization

*Amendments to articles 24 and 25 of the
Constitution of the World Health Organization.
Adopted by the Twentieth World Health Assembly
at Geneva May 23, 1967;
Entered into force May 21, 1975.*

**CONSTITUTION OF
THE WORLD HEALTH ORGANIZATION****SIGNED AT NEW YORK ON 22 JULY 1946****AMENDMENTS TO ARTICLES 24 AND 25**

Adopted by resolution WHA20.36 of the
Twentieth World Health Assembly
on 23 May 1967

**CONSTITUTION
DE L'ORGANISATION MONDIALE DE LA SANTÉ****SIGNÉE À NEW YORK LE 22 JUILLET 1946****AMENDEMENTS AUX ARTICLES 24 ET 25**

Adoptés par la résolution WHA20.36 de la Vingtième
Assemblée mondiale de la Santé
le 23 mai 1967

WORLD HEALTH ORGANIZATION

RESOLUTION
OF THE
TWENTIETH WORLD HEALTH ASSEMBLY
AMENDING THE CONSTITUTION
OF THE WORLD HEALTH ORGANIZATION
(Articles 24 and 25)

The Twentieth World Health Assembly,

Considering the proposal made by the Government of Brazil for the amendments to Articles 24 and 25 of the Constitution; [¹] and

Noting that the provision of Article 73 of the Constitution, which requires that the texts of proposed amendments to the Constitution shall be communicated to Members at least six months before consideration by the Health Assembly, has been duly complied with,

I

1. ADOPTS the amendments to the Constitution set forth in the Annexes to this resolution, and which shall form an integral part of this resolution, the texts in the Chinese, English, French, Russian and Spanish languages being equally authentic;
2. DECIDES that two copies of this resolution shall be authenticated by the signatures of the President of the Twentieth World Health Assembly, and the Director-General of the World Health Organization, of which one copy shall be transmitted to the Secretary-General of the United Nations, depositary of the Constitution, and one copy retained in the archives of the World Health Organization;

¹ TIAS 1808, 4643; 62 Stat. 2679; 11 UST 2553.

II

Considering that the aforesaid amendments to the Constitution shall come into force for all Members when accepted by two-thirds of the Members in accordance with their respective constitutional processes, as provided for in Article 73 of the Constitution,

DECIDES that the notification of such acceptance shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations, as required for acceptance of the Constitution by Article 79(b) of the Constitution.

IN FAITH WHEREOF we have appended our signatures hereto.

Done at Geneva this twenty-third day of May 1967 in two copies.

(Signed) V. T. H. Gunaratne

President of the Twentieth World Health Assembly

(Signed) M. G. Candau

Director-General of the World Health Organization

ORGANISATION MONDIALE DE LA SANTE

RESOLUTION

DE LA

VINGTIEME ASSEMBLEE MONDIALE DE LA SANTE

AMENDANT LA CONSTITUTION DE

L'ORGANISATION MONDIALE DE LA SANTE

(Articles 24 et 25)

La Vingtième Assemblée mondiale de la Santé,

Considérant la proposition d'amendement aux articles 24 et 25 de la Constitution présentée par le Gouvernement du Brésil; et

Constatant que les stipulations de l'article 73 de la Constitution, d'après lesquelles les textes des amendements proposés à la Constitution doivent être communiqués aux Etats Membres six mois au moins avant qu'ils ne soient examinés par l'Assemblée de la Santé, ont été dûment observées.

I

1. ADOPTE les amendements à la Constitution figurant dans les annexes à cette résolution et qui en font partie intégrante, les textes anglais, chinois, espagnol, français et russe étant également authentiques;
2. DECIDE que deux exemplaires de la présente résolution seront authentifiés par la signature du Président de la Vingtième Assemblée mondiale de la Santé et celle du Directeur général de l'Organisation mondiale de la Santé, qu'un de ces exemplaires sera transmis au Secrétaire général de l'Organisation des Nations Unies, dépositaire de la Constitution, et l'autre conservé dans les archives de l'Organisation mondiale de la Santé;

II

Considérant que les amendements à la Constitution susmentionnés entreront en vigueur pour tous les Etats Membres lorsqu'ils auront été acceptés par les deux tiers de ceux-ci conformément à leurs règles constitutionnelles respectives, ainsi qu'il est prévu par l'article 73 de la Constitution.

DECIDE que chaque notification d'acceptation s'effectuera par le dépôt d'un instrument officiel entre les mains du Secrétaire général de l'Organisation des Nations Unies, comme le prévoit l'article 79 b) de la Constitution pour l'acceptation de la Constitution elle-même.

EN FOI DE QUOI nous avons signé le présent document.

Fait à Genève, le vingt-trois mai 1967, en deux exemplaires.

(Signé) V. T. H. Gunaratne

(Signé) M. G. Candau

Le Président de la Vingtième Assemblée
mondiale de la Santé

Le Directeur général de
l'Organisation mondiale de la Santé

第二十四條 - ~~刪除並代以~~

第二十四條

執行委員會由三十會員國各指派一委員組織之。衛生大會斟酌地域上公勻分配原則，推選有權指派委員之會員國。各該會員國經選定後，應任命於衛生專門技術著有資望者一人供職執行委員會，執行委員得有副代表及顧問隨同赴任。

第二十五條 - ~~刪除並代以~~

第二十五條

執行委員任期三年，連選得連任；但於執行委員自二十四人增為三十人之組織法修正案生效後之第一屆衛生大會所選出之執行委員十四人中，二人任期為一年，另二人任期為二年，以抽籤決定之。

ANNEX B

Article 24 - Delete and replace byArticle 24

The Board shall consist of thirty persons designated by as many Members. The Health Assembly, taking into account an equitable geographical distribution, shall elect the Members entitled to designate a person to serve on the Board. Each of these Members should appoint to the Board a person technically qualified in the field of health, who may be accompanied by alternates and advisers.

Article 25 - Delete and replace byArticle 25

These Members shall be elected for three years and may be re-elected, provided that of the fourteen Members elected at the first session of the Health Assembly held after the coming into force of the amendment to this Constitution increasing the membership of the Board from twenty-four to thirty the terms of two Members shall be for one year and the terms of two Members shall be for two years, as determined by lot.

ANNEX C

Article 24 - Supprimer et remplacer parArticle 24

Le Conseil est composé de trente personnes, désignées par autant d'Etats Membres. L'Assemblée de la Santé choisit, compte tenu d'une répartition géographique équitable, les Etats appelés à désigner un délégué au Conseil. Chacun de ces Etats enverra au Conseil une personnalité, techniquement qualifiée dans le domaine de la santé, qui pourra être accompagnée de suppléants et de conseillers.

Article 25 - Supprimer et remplacer parArticle 25

Ces Membres sont élus pour trois ans et sont rééligibles; cependant, parmi les quatorze Membres élus lors de la première session de l'Assemblée de la Santé qui suivra l'entrée en vigueur de l'amendement à la présente Constitution portant le nombre des membres du Conseil de vingt-quatre à trente, le mandat de deux de ces Membres sera d'un an et le mandat de deux autres Membres sera de deux ans, la sélection s'opérant par tirage au sort.

ANNEX D

Статья 24 — Анулировать и заменитьСтатья 24

Комитет состоит из тридцати лиц по назначению такого же числа членов Организации. Принимая во внимание справедливое географическое распределение, Ассамблея здравоохранения избирает тех членов, которым предоставляется право назначать своих представителей в Комитет. Каждый из этих членов должен назначать в Комитет лицо, технически квалифицированное в области здравоохранения, которое могут вправоходить заместители и советники.

Статья 25 — Анулировать и заменитьСтатья 25

Эти страны-члены избираются сроком на три года и могут быть переизбранны, причем имеется в виду, что из числа четырнадцати стран-членов, избранных на ближайшей осени Ассамблеи здравоохранения после вступления в силу поправки к настоящему Уставу, увеличивающей членский состав Исполкома с двадцати четырех до тридцати, две страны-члена сохраняют свои полномочия в продолжение одного года и две — в продолжение двух лет, по жребию.

TIAS 8086

ANNEX E

Artículo 24 - Sustitúyase porArtículo 24

El Consejo estará integrado por treinta personas, designadas por igual número de Miembros. La Asamblea de la Salud, teniendo en cuenta una distribución geográfica equitativa, elegirá los Miembros que tengan derecho a designar a una persona para integrar el Consejo. Cada uno de los Miembros debe nombrar para el Consejo a una persona técnicamente capacitada en el campo de la salubridad, que podrá ser acompañada por suplentes y asesores.

Artículo 25 - Sustitúyase porArtículo 25

Los Miembros serán elegidos por un periodo de tres años y podrán ser re-elegidos, con la salvedad de que entre los catorce elegidos en la primera reunión de la Asamblea de la Salud celebrada después de entrar en vigor la presente reforma de la Constitución, que aumenta de veinticuatro a treinta el número de miembros del Consejo, el periodo será de un año para dos de ellos y de dos años para otros dos, según lo que resulte del sorteo practicado al efecto.

I hereby certify that the foregoing text is a true copy of resolution WHA20.36 adopted by the Twentieth World Health Assembly on 23 May 1967, amending Articles 24 and 25 of the Constitution of the World Health Organization signed at New York on 22 July 1946, a duly authenticated copy of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est la copie conforme du texte de la résolution WHA20.36 adoptée par la Vingtième Assemblée mondiale de la Santé le 23 mai 1967, amendant les articles 24 et 25 de la Constitution de l'Organisation mondiale de la Santé signée à New York le 22 juillet 1946, résolution dont une copie dûment authentifiée est déposée auprès du Secrétaire général de l'Organisation des Nations Unies.

For the Secretary-General:



*Under-Secretary
Legal Counsel*

United Nations, New York
7 July 1967

Pour le Secrétaire général:

*Sous-Secrétaire
Conseiller juridique*

Organisation des Nations Unies, New York
le 7 juillet 1967

PORUGAL

Military Assistance: Payments Under Foreign Assistance Act of 1973

*Agreement effected by exchange of notes
Dated at Lisbon May 30, 1974 and June 30, 1975;
Entered into force June 30, 1975;
Effective July 1, 1974.*

The American Embassy to the Portuguese Ministry of Foreign Affairs

No. 119

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and has the honor to bring to the Ministry's attention a new provision of United States law. That provision prohibits the United States Government from furnishing defense articles on a grant basis to any government, unless it shall have agreed to pay to the United States Government the net proceeds of sale received by that Government in disposing of defense articles so furnished.

In accordance with the new statutory provision, it is proposed that the Government of the Republic of Portugal agree that the net proceeds of sale received by the Government of the Republic of Portugal in disposing of any weapon, weapons system, munition, aircraft, military boat, military vessel, or other defense article, including scrap from any such defense article, received heretofore or hereafter under the Military Assistance Program of the United States Government will be paid to the United States Government and shall be available to pay all

official costs of the United States Government payable in Portuguese currency, including all costs relating to the financing of international educational and cultural exchange activities in which the Government of the Republic of Portugal participates.

It is understood that this agreement does not affect any prior agreement by the Government of the Republic of Portugal to return to the United States Government any defense articles furnished by the United States Government on a grant basis when such articles are no longer needed for the purposes for which they were furnished, without the consent of the United States Government to another disposition.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of the Republic of Portugal shall, together with this Note, constitute an agreement between our governments on this subject, to be effective from and after July 1, 1974.

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

Embassy of the United States of America

Lisbon, May 30, 1974.

The Portuguese Ministry of Foreign Affairs to the American Embassy

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECCÃO-GERAL
dos
NEGÓCIOS POLÍTICOSPEA
352
30/6/75

O Ministério dos Negócios Estrangeiros apresenta os seus atenciosos cumprimentos à Embaixada dos Estados Unidos da América e com referência à nota da Embaixada nº 185, de 27 do corrente mês, tem a honra de informar que as competentes Autoridades portuguesas concordam com o teor da nota da Embaixada nº 119, de 31 de Maio de 1974, relativamente à eventual venda de artigos de defesa, que venham a ser fornecidos a título gratuito a Portugal, ao abrigo do programa de assistência militar do Governo dos Estados Unidos da América.

O Ministério dos Negócios Estrangeiros aproveita o ensejo para reiterar à Embaixada dos Estados Unidos da América os protestos da sua mais elevada consideração.

Lisboa, 30 de Junho de 1975

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
Bureau of Political Affairs

PEA 352
June 30, 1975

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America, and, with reference to Embassy note No. 185 of June 27, 1975,^[1] has the honor to state that the competent Portuguese authorities concur in the contents of Embassy note No. 119 of May 31, 1974, concerning the possible sale of defense articles furnished to Portugal on a grant basis under the Military Assistance Program of the United States 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 highest consideration.

Lisbon, June 30, 1975

¹ Not printed.

JAPAN

Whaling: International Observer Scheme

*Agreement signed at Tokyo May 2, 1975;
Entered into force May 2, 1975.*

AGREEMENT BETWEEN THE UNITED STATES OF
AMERICA AND JAPAN CONCERNING AN INTER-
NATIONAL OBSERVER SCHEME FOR WHALING
OPERATIONS FROM LAND STATIONS IN THE
NORTH PACIFIC OCEAN

The Government of the United States of America and the Government of Japan, being Parties to the International Convention for the Regulation of Whaling, signed at Washington on December 2, 1946 [¹] (hereinafter referred to as "the Convention");

Proceeding from their mutual concern for the conservation of whale stocks in the North Pacific Ocean, for the maintenance of the proper productivity of whaling from land stations and for the rational conduct of whaling operations;

Have agreed on the following scheme for International Observers at land stations or groups of land stations in the North Pacific Ocean pursuant to paragraph 19(c) of the Schedule to the Convention:

Article 1

The purpose of this scheme is to maintain surveillance of whaling from land stations in the North Pacific Ocean whenever whales are being delivered to the land stations or are being processed at such stations.

^¹ TIAS 1849, 4228; 62 Stat. 1716; 10 UST 952.

Article 2

Observers shall be responsible to the International Whaling Commission (hereinafter referred to as "the Commission") and shall be appointed in accordance with the following provisions:

- (a) Each Government shall have the right to nominate to the Commission as many observers of its nationality as there are land stations or groups of land stations under the jurisdiction of the other Government.
- (b) From the observers so nominated, the Commission shall appoint one or more observers to a land station or group of land stations engaged in whaling in the North Pacific Ocean. Each Government shall decide the grouping of land stations under its jurisdiction after consultation with the other Government and shall notify the Commission of the decision.
- (c) The Commission shall inform both Governments of all appointments made under subparagraph (b) of this paragraph.

Article 3

- (1) When an observer is at the land station or group of land stations to which he is appointed, he shall have the status of a senior official. Each Government receiving observers shall take appropriate measures to ensure the security and welfare of the observers and interpreters in the performance of their duties, to provide them with medical

care and assistance, and to safeguard their freedom and dignity.

(2) An observer shall not be invested with any administrative power in regard to the activities of the land station or group of land stations to which he is appointed, and shall have no authority to interfere in any way with those activities. He shall neither seek nor receive instructions from any authority other than the Commission. He shall be given the necessary facilities for carrying out his duties, including cabling facilities.

(3) An observer shall be enabled to observe freely the operations of the land station or group of land stations to which he is appointed, so that he may verify the observance of the provisions of the Convention in regard to the taking of whales and their rational utilization. In particular, the observer shall be given facilities to ascertain the species, size, sex, and number of whales taken.

(4) All reports required to be made, and all records and data required to be kept or supplied in accordance with the Schedule to the Convention, shall be made freely and immediately available to observers for examination, and they shall be given all necessary explanations as regards such reports, records and data.

(5) The manager, or senior officials of any of the land stations, or the national inspectors, shall supply any information that is necessary for the discharge of the observer's

functions.

(6) When there is reasonable ground to believe that any infraction of the provisions of the Convention has taken place, it shall be brought in writing to the immediate notice both of the manager of the land station and of the senior national inspector by an observer, who shall, if he deems it sufficiently serious, at once transmit it to the Secretary to the Commission together with the explanation or comments of the manager of the land station and the senior national inspector.

(7) An observer shall draw up a report covering his observations, including possible infractions of the provisions of the Convention which have taken place, and shall submit it both to the manager of the land station and to the senior national inspector for information and such explanations and comments as they wish to make. Any such explanations and comments shall be attached to the observer's report, which shall be transmitted to the Secretary to the Commission as soon as possible.

Article 4

Any observer who does not know the language of the country whose Government receives him must be accompanied by an interpreter.

Article 5

(1) Each Government which nominates observers who are appointed to the land stations

or groups of land stations shall pay the salary and other emoluments, travel, cable costs, subsistence and accommodation and other necessary expenses of those observers.

(2) When it is necessary that an observer be accompanied by an interpreter, the salary and other necessary expenses of that interpreter shall be paid by the Government nominating the observer.

Article 6

The present Agreement shall enter into force on the date of signature and remain in force until February 29, 1976.

Article 7

The two Governments shall, before the date of termination of the present Agreement, consult in order to decide on future arrangements.

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

DONE at Tokyo, in duplicate, in the English and Japanese languages, the two texts having equal authenticity, this 2nd day of May, 1975.

For the Government
of the United States
of America:

William E. Culbert

[¹]

For the Government
of Japan:

Hiromichi Miyazaki

[²]

[SEAL]

[SEAL]

¹ William E. Culbert

² Hiromichi Miyazaki

アメリカ合衆国政府のために

William S. Bullitt

日本国政府のために

吉川 義次
義
道

第七条

両政府は、この協定の終了前に、将来の取極について決定するため協議する。

以上の証拠として、下名は、各自の政府から正当な委任を受けて、この協定に署名した。

千九百七十五年五月一日に東京で、ひとしく正文である英語及び日本語により本書二通を作成した。

第五条

- (1) 鯨体処理場又は鯨体処理場群に對して任命される監視員を指名する各政府は、監視員の俸給その他の手当、旅費、通信費、食費、宿泊費その他の必要経費を支払う。
- (2) 監視員が通訳を同伴する必要がある場合には、通訳の俸給その他の必要経費は、監視員を指名した政府が支払う。

第六条

この協定は、署名の日に効力を生じ、千九百七十六年一月一十九日まで効力を有する。

(7)

には、直ちに、鯨体処理場の管理人及び首席国内監督官の説明又は意見を付して、その違反を委員会の書記長に通知する。

監視員は、監視に関する報告（条約の規定に対する違反の疑いがある行為に関するものを含む。）を作成し、かつ、鯨体処理場の管理人及び首席国内監督官に対し、情報として及びそれらの者の説明及び意見の作成のため当該報告を提出する。

これらの説明及び意見を添付した監視員の報告は、できる限り速やかに委員会の書記長に送付する。

第四条

監視員は、自己を受け入れる政府の国の言語を解さない場合には、通訳を同伴しなければならない。

(4) 認するための便宜を与えられる。

(5) 条約の附表に従つて作成することを要求されるすべての報告並びに保管し又は提供することを要求されるすべての記録及び資料は、監視員が検査のため自由にかつ直ちに入手又は閲覧することができるようにするものとし、監視員は、これらの報告、記録及び資料について必要なすべての説明を受けける。

(6) 鯨体処理場の管理人若しくは上級職員又は国内監督官は、監視員の任務の遂行に必要なすべての情報を提供する。

監視員は、条約の規定に対する違反が行われたと信ずるに足りる相当な理由がある場合には、鯨体処理場の管理人及び首席国内監督官に対し、その違反を直ちに書面によつて通知する。監視員は、その違反が重大なものであると認める場合

(2)

者の安全及び福祉を確保し、それらの者に対し医療上の援助を行ひ、また、それらの者の自由及び尊厳を保障するため、適当な措置をとる。

監視員は、任命された鯨体処理場又は鯨体処理場群の活動についていかなる管理権をも付与されないものとし、また、いかなる方法によつてもその活動に干渉する権限を有しない。監視員は、委員会以外のいかなる機関からも指示を求め又は受けてはならない。監視員は、任務の遂行に必要な便益（電信を利用する便益を含む。）を与えられる。

(3) 監視員は、鯨の捕獲及びその合理的な利用に關し条約の遵守を検証することができるよう、任命された鯨体処理場又は鯨体処理場群の作業を自由に監視することができる。監視員は、特に、捕獲された鯨の種類、体長、性別及び頭数を確

(1)

北太平洋における捕鯨に従事する鯨体処理場又は鯨体処理場群に対してそれぞれ一人又は二人以上の監視員を任命する。各政府は、他方の政府と協議の上自国の管轄下にある鯨体処理場の群の編成を決定し、その決定を委員会に通知する。

(c) 委員会は、(b)の規定に従つて行つたすべての任命を両政府に通報する。

第三条

監視員は、任命された鯨体処理場又は鯨体処理場群に所在するときは、上級職員の地位を有する。監視員を受け入れる各政府は、監視員及び通訳の任務の遂行に当たつてそれらの

この制度の目的は、北太平洋における鯨体処理場による捕鯨につき、鯨が鯨体処理場に引き渡されるとき又はその処理場で処理されるとときはいつでも当該捕鯨の監視を行うことである。

第二条

監視員は、国際捕鯨委員会（以下「委員会」という。）に対し責任を負うものとし、また、次の規定に従つて任命される。

- (a) 各政府は、委員会に対し、他方の政府の管轄下にある鯨体処理場又は鯨体処理場群の数と同数の監視員で自国の国籍を有するものを指名する権利を有する。
- (b) 委員会は、このようにして指名された監視員のうちから、

北太平洋における鯨体処理場による捕鯨のための国際監視員制度に関するアメリカ合衆国と日本国との間の協定

千九百四十六年十二月二日にワシントンで署名された国際捕鯨取締条約（以下「条約」という。）の締約政府であるアメリカ合衆国政府及び日本国政府は、

北太平洋における鯨族の保存、鯨体処理場による捕鯨の適当な生産性の維持及び捕鯨の合理的な運営に共通の関心を有するので、

条約の附表¹⁹(c)の規定に基づき、北太平洋の鯨体処理場又は鯨体処理場群における国際監視員に関する次の制度を協定した。

第一条

ORGANIZATION OF AMERICAN STATES

Privileges and Immunities

*Agreement signed at Washington March 20, 1975;
Entered into force March 20, 1975.*

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y LA ORGANIZACION DE LOS ESTADOS AMERICANOS

POR CUANTO: El Artículo 92 de la Carta de la Organización de los Estados Americanos dispone que "El Consejo Permanente y la Secretaría General tendrán la misma sede";

El Artículo 127 de la Carta dispone que "la sede de la Secretaría General es la ciudad de Washington";

El Artículo 140 dispone que "Los representantes de los Estados Miembros en los órganos de la Organización, el personal de las representaciones, el Secretario General y el Secretario General Adjunto, gozarán de los privilegios e inmunidades correspondientes a sus cargos y necesarios para desempeñar con independencia sus funciones";

Para el ejercicio pleno e independiente de sus funciones, los Representantes de los Estados Miembros y los Observadores Permanentes en la Organización de los Estados Americanos y los Miembros que integran su personal deben gozar de los privilegios e inmunidades que se establecen en los artículos siguientes;

El Gobierno de los Estados Unidos de América y la Organización de los Estados Americanos convienen en lo siguiente:

Artículo 1

Los privilegios e inmunidades que el Gobierno de los Estados Unidos de América otorga a enviados diplomáticos acreditados ante él, se extenderán, con sujeción a las condiciones y obligaciones correspondientes, a toda persona nombrada por un Estado

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE ORGANIZATION OF AMERICAN STATES

WHEREAS: Article 92 of the Charter of the Organization of American States^[1] provides that "The Permanent Council and the General Secretariat shall have the same seat";

Article 127 of the Charter provides that "The seat of the General Secretariat is the City of Washington";

Article 140 provides that "The representatives of the Member States on the organs of the Organization, the personnel of their delegations, as well as the Secretary General and the Assistant Secretary General, shall enjoy the privileges and immunities corresponding to their positions and necessary for the independent performance of their duties";

For the full and independent exercise of their duties, the Representatives of Member States and Permanent Observers to the Organization of American States and members of their staffs should enjoy privileges and immunities provided for in the following articles;

The Government of the United States of America and the Organization of American States agree as follows:

Article 1

The privileges and immunities which the Government of the United States of America accords to diplomatic envoys accredited to it shall be extended, subject to corresponding conditions and obligations, to any person designated by a member

¹ TIAS 2361; 2 UST 2433.

Miembro, excepto los Estados Unidos de América, como su Representante o Representante Interino en la Organización de los Estados Americanos y a los Representantes Suplentes y Asesores de las misiones de Estados Miembros que hayan sido nombrados de acuerdo con el Artículo 78 de la Carta de la Organización, y a los Observadores Permanentes y Observadores Suplentes de Estados no miembros - quedando excluidas las personas que desempeñen funciones puramente técnico-administrativas, de oficina o de otra índole similar no representativa - cuyas credenciales hayan sido verificadas por la Organización de los Estados Americanos y cuyos nombramientos hayan sido notificados por la Organización al Gobierno de los Estados Unidos de América.

State, other than the United States of America, as its Representative or Interim Representative to the Organization of American States, and to such Alternate Representatives and Advisers of the missions of member States who have been appointed in accordance with Article 78 of the Charter of the OAS, as well as to the Permanent Observers and Alternate Observers of non-member States, excluding persons who are serving in a purely administrative-technical, clerical or other similar nonrepresentative capacity, and whose credentials have been verified by the Organization of American States and whose appointments have been notified by the Organization to the Government of the United States of America.

Artículo 2

En el caso de Estados cuyos Gobiernos no estén reconocidos por el Gobierno de los Estados Unidos de América, será sólo necesario extender dichos privilegios e inmunidades a las personas a que se refiere el Artículo 1; en la sede del Consejo Permanente; en sus residencias y oficinas en la ciudad de Washington o cerca de la misma; entránsito entre la sede del Consejo Permanente y tales residencias y oficinas; y en tránsito, en relación con asuntos oficiales, a otros países o de los mismos a la sede.

Artículo 3

En el caso de abuso de las prerrogativas de residencia en los Estados Unidos por cualquier persona que goce de privilegios e inmunidades diplomáticos de acuerdo con los artículos anteriores, dichos privilegios e inmunidades no se interpretarán en el sentido de otorgar exención de las leyes y reglamentos de los Estados Unidos referentes a la residencia continua de extranjeros. Sin embargo, no se requerirá a ninguna de esas personas a

Article 2

In the case of States whose Governments are not recognized by the Government of the United States of America, the said privileges and immunities need be extended to the persons referred to in Article 1 only at the seat of the Permanent Council, at their residences and offices in or near the City of Washington, in transit between the seat of the Permanent Council and such residences and offices, and in transit, on official business, to or from other countries.

Article 3

In case of abuse of the privileges of residence in the United States by any person enjoying diplomatic privileges and immunities under the foregoing articles, the said privileges and immunities shall not be construed to grant exemption from the laws and regulations of the United States regarding the continued residence of aliens. However, no such person shall be required to leave the country otherwise than in accordance with the

salir del país sino de acuerdo con el procedimiento usual aplicable a los enviados diplomáticos acreditados ante el Gobierno de los Estados Unidos.

customary procedure applicable to diplomatic envoys accredited to the Government of the United States.

Artículo 4

Los privilegios e inmunidades que se establecen en este Acuerdo no serán aplicables a los representantes de los Estados Unidos de América, a los nacionales de los Estados Unidos de América que sirvan en cualquier otra capacidad ni a los extranjeros admitidos como residentes permanentes.

Article 4

The privileges and immunities provided for in this Agreement shall not apply to representatives of the United States of America, to nationals of the United States of America serving in any other capacity, or to aliens admitted for permanent residence.

Artículo 5

Este Acuerdo entrará en vigor en la fecha en que sea firmado, y reemplazará y terminará el Acuerdo entre los Estados Unidos de América y la Organización de los Estados Americanos firmado en Washington, D.C., el 22 de julio de 1952.

Article 5

This Agreement shall enter into force on the date it is signed, and shall replace and terminate the Agreement between the United States of America and the Organization of American States signed at Washington, D. C., July 22, 1952.^[1]

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

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

HECHO en duplicado, en los idiomas inglés y español, ambos textos auténticos, en Washington, a los 20 días del mes de marzo de 1975.

DONE in duplicate, in the English and Spanish languages, both authentic, at Washington, this 20th day of March, 1975.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William S. Mailliard

William S. Mailliard

Ambassador, Permanent Representative of the United States of America to the Organization of American States

POR LA ORGANIZACION DE LOS ESTADOS AMERICANOS:
FOR THE ORGANIZATION OF AMERICAN STATES:

Luis Alvarado G.

Luis Alvarado G.

Embajador, Representante Permanente del Perú ante la Organización de los Estados Americanos y Presidente del Consejo Permanente de la Organización

¹ TIAS 2676; 3 UST 4988.

JAPAN

Satellites: Furnishing of Launching and Associated Services

*Agreement effected by exchange of notes
Signed at Washington May 23, 1975;
Entered into force May 23, 1975.*

The Acting Secretary of State to the Japanese Ambassador

MAY 23, 1975

EXCELLENCY:

I have the honor to refer to the recent discussions between the representatives of the Government of United States of America and the Government of Japan concerning the terms and conditions under which launching and associated services will be furnished, in response to the request previously made by the Government of Japan, by the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") for the launching projects of three satellites (known as the Geostationary Meteorological Satellite, the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose and the Medium-Scale Broadcasting Satellite for Experimental Purpose) undertaken by the National Space Development Agency of Japan (hereinafter referred to as "NASDA") as a part of the "Basic Program concerning Space Development" decided by the Government of Japan.

In consideration of the continuing mutually beneficial relationship between our two Governments in the field of peaceful exploration and use of outer space, I have the honor to propose on behalf of my Government as follows:

1. NASA will furnish launching and associated services for the foregoing satellite launching projects of NASDA on a reimbursable basis in accordance with the terms and conditions of implementing arrangements to be agreed by NASA and the Science and Technology Agency of Japan under whose supervision NASDA is placed by the laws and regulations of Japan.

2. The implementing arrangements referred to in paragraph 1 above shall be in accordance with the laws and regulations of the respective countries and consistent with relevant provisions of the United States launch assistance policy as provided in the statement of the President of the United States on October 9, 1972.^[1]
3. It is understood that payment for all costs incurred by the Government of the United States as a consequence of preparation for and conduct of the launchings will be made by NASDA. The Government of Japan will make every effort to assure that NASDA will fulfill its obligations for payment. It is understood that the mechanism for reimbursing NASA which will be established in the implementing arrangements referred to in paragraph 1 is intended by the Government of Japan to assure full reimbursement of costs.
4. The Government of Japan and the Government of the United States of America will consult with each other on any matter that may arise from or in connection with the foregoing paragraphs with a view to finding a mutually acceptable solution.

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

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

For the Acting Secretary of State:

DIXY LEE RAY

His Excellency
TAKESHI YASUKAWA,
Ambassador of Japan.

¹ *Department of State Bulletin*, Nov. 6, 1972, p. 533.

*The Japanese Ambassador to the Acting Secretary of State*EMBASSY OF JAPAN
WASHINGTON

May 23, 1975

Sir:

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

"Excellency:

"I have the honor to refer to the recent discussions between the representatives of the Government of the United States of America and the Government of Japan concerning the terms and conditions under which launching and associated services will be furnished, in response to the request previously made by the Government of Japan, by the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") for the launching projects of three satellites (known as the Geostationary Meteorological Satellite, the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose and the Medium-Scale Broadcasting Satellite for Experimental Purpose) undertaken by the National Space Development Agency of Japan (hereinafter referred to as "NASDA")

The Honorable

Robert S. Ingersoll

Acting Secretary of State

TIAS 8090

as a part of the "Basic Program concerning Space Development" decided by the Government of Japan.

"In consideration of the continuing mutually beneficial relationship between our two Governments in the field of peaceful exploration and use of outer space, I have the honor to propose on behalf of my Government as follows:

1. NASA will furnish launching and associated services for the foregoing satellite launching projects of NASDA on a reimbursable basis in accordance with the terms and conditions of implementing arrangements to be agreed by NASA and the Science and Technology Agency of Japan under whose supervision NASDA is placed by the laws and regulations of Japan.
2. The implementing arrangements referred to in paragraph 1 above shall be in accordance with the laws and regulations of the respective countries and consistent with relevant provisions of the United States launch assistance policy as provided in the statement of the President of the United States on October 9, 1972.
3. It is understood that payment for all costs incurred by the Government of the United States as a consequence of preparation for and conduct of the launchings will be made by NASDA. The Government of Japan will make every effort to assure that NASDA will fulfill its obligations

for payment. It is understood that the mechanism for reimbursing NASA which will be established in the implementing arrangements referred to in paragraph 1 is intended by the Government of Japan to assure full reimbursement of costs.

4. The Government of Japan and the Government of the United States of America will consult with each other on any matter that may arise from or in connection with the foregoing paragraphs with a view to finding a mutually acceptable solution.

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

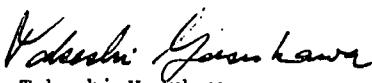
"Accept, Excellency, the renewed assurances of my highest consideration.

For Acting Secretary of State:

Dixy Lee Ray"

I have the honor to confirm on behalf of the Government of Japan that the foregoing is acceptable to the Government of Japan and to agree 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, Sir, the renewed assurances of my highest consideration.


Takeshi Yasukawa

**MEMORANDUM OF UNDERSTANDING BETWEEN THE SCIENCE
AND TECHNOLOGY AGENCY OF JAPAN AND THE UNITED
STATES NATIONAL AERONAUTICS AND SPACE ADMINIS-
TRATION CONCERNING THE FURNISHING OF SATELLITE
LAUNCHING AND ASSOCIATED SERVICES**

I. The Science and Technology Agency of Japan (hereinafter referred to as "STA") and the National Aeronautics and Space Administration of the United States of America (hereinafter referred to as "NASA") set forth in this Memorandum of Understanding the general understandings between STA and NASA and in the attached Annex the general understandings agreed by STA and NASA to be observed by the National Space Development Agency of Japan (hereinafter referred to as "NASDA") on the one side and NASA on the other side:

1. As to the terms and conditions under which NASA will furnish to NASDA launching and associated services for the following NASDA satellites on a reimbursable basis, (A) the Geostationary Meteorological Satellite, (B) the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose, and (C) the Medium-Scale Broadcasting Satellite for Experimental Purpose; and

2. As to the responsibilities of STA and NASDA on the one side and NASA on the other side in connection with such launchings.

II. STA will see to it, within the scope of the laws and regulations of Japan, that understandings contained in the Annex will be observed by NASDA.

III. It is understood that the three satellites mentioned above must be coordinated for compatibility with other present or planned satellites and space missions. It is further understood that this Memorandum of Understanding shall apply with respect to the satellites to be used for peaceful purposes only.

IV. It is understood that the specific terms and conditions under which NASA will furnish launching and associated services for the three satellites as requested by NASDA, and the specific responsibilities of NASDA and NASA in connection with such launchings, shall be subject to the launch services contract which may be entered into by NASA and NASDA at an appropriate time in the future for the three satellites, and which shall be in accord with the general understandings set forth in the agreement between the two Governments embodied in the Notes exchanged between the two Governments on May 23, 1975, and this Memorandum of Understanding and its Annex.

V. It is understood that in the event of a disagreement or dispute as to any fact or any matter of law arising under the above mentioned launch services contract entered into by NASA and NASDA, and if NASA and NASDA fail to resolve the issues, then at the request of NASA, STA agrees to enter into discussions directly with NASA to seek to resolve the disagreement or dispute.

VI. It is understood that this Memorandum of Understanding may be amended by mutual agreement of the parties.

VII. It is understood that this Memorandum of Understanding is the "implementing arrangements" referred to in the agreement between the Government of the United States of America and the Government of Japan embodied in the Notes exchanged between the two Governments on May 23, 1975.

S. KURACHI
For the Science and Technology
Agency of Japan
Date June 6, 1975

JAMES C. FLETCHER
For the National Aeronautics
and Space Administration
Date May 22, 1975

ANNEX

ARTICLE I

Responsibilities

A. NASDA will undertake the following responsibilities:

1. The design, fabrication and testing of the satellites.
2. Furnishing information to NASA of its requirements for the launching of three satellites (the Geostationary Meteorological Satellite, the Medium-Capacity Geostationary Communications Satellite for Experimental Purpose, and the Medium-Scale Broadcasting Satellite for Experimental Purpose) at as early a date as possible and in any event sufficiently in advance of the target date of each launching of the foregoing satellites, to accommodate financial, procurement and operational requirements of NASDA and NASA. Such information will include details as to the spacecraft mission, payload description, orbital characteristics, environmental constraints, approximate launching dates and back-up launching requirements, tracking and data acquisition requirements, and any other information requested by NASA for planning purposes.
3. Incorporating provisions in the satellite design specifications and test programs to assure and demonstrate satellite compatibility with the launch vehicle physical constraints and in-flight environment and with tracking and data acquisition facilities.

4. Providing flight-ready satellites at the launching range, in accordance with time schedules agreed upon under the launch services contract.

5. Furnishing all ground-support equipment (GSE) peculiar to a mission and personnel required for its operation except for certain items of GSE which NASA may specifically agree to provide and/or operate. This responsibility applies to GSE required prior to separation of the satellite from the launch vehicle in orbit.

6. Performing all necessary analyses and implementing mission operation plans required for the placement of the satellite into geostationary orbit after separation of the satellite from the launch vehicle in orbit.

7. Requesting tracking and data acquisition support by specific NASA tracking stations in connection with placement by NASDA or its contractors of the foregoing satellites into geostationary orbit. If NASA agrees to provide such support, NASDA will furnish any additional or unique equipment as may be required at such stations and provide for its operation. This responsibility applies to such equipment as may be required after separation of the satellite from the launch vehicle in orbit.

B. NASA will undertake the following responsibilities:

1. Furnishing specifications regarding the launch vehicle and current NASA tracking and data acquisition station equipment as may be necessary for NASDA to carry out its responsibilities under Article I, A.3 above.

2. To the maximum extent feasible, scheduling the launchings within the general time period requested by NASDA.

3. Providing appropriate United States launch vehicles. NASA and NASDA will jointly select from the NASA inventory of available vehicles the vehicle suitable to meet the mission requirements.

4. Providing necessary facilities and support, including launch crew services for pre-launch integration of the NASDA satellites at the launching range, and for NASDA check-out of the satellites.

5. Launching the satellites from a United States range.

6. Calculating the orbit achieved for the satellite separation from the launch vehicle, based on vehicle telemetry and tracking data.

7. Providing additional Spaceflight Tracking and Data Network (STDN) support as may be requested by NASDA and agreed to by NASA.

8. Furnishing mutually agreed technical consultation and/or GSE in support of specific or general NASDA launch requirements, except as specified under Article I, A.7.

9. Using its best efforts to facilitate customs free entry into the United States of equipment directly related to and required in carrying out the launch services contract.

ARTICLE II

Implementation

A. For each launching, NASDA and NASA will designate a Project Manager, to be responsible for coordinating the agreed functions and responsibilities of NASDA or NASA with the other, pursuant to the detailed arrangements established under the launch services contract. The NASDA Project Manager will be concerned primarily with the satellite, and the NASA Project Manager will be concerned primarily with the launch vehicle, range and NASA ground facilities required for support of the launch. Together they will be responsible for the satellite-vehicle and satellite-range interfaces, and the satellite-STDN interfaces as may be agreed under Article I, B.7.

B. NASA will have operational authority over the vehicle, the launching, and associated services. NASDA will have operational authority over the satellite until it is mounted on the final stage motor, at which time it will become NASA's responsibility until NASDA resumes its responsibility, as specified in the launch services contract. In carrying out their respective responsibilities, NASDA and NASA will be subject to the safety and other operational regulations and procedures of the range from which the launching takes place.

C. Arrangements for the furnishing of supporting or other miscellaneous services by NASA in connection with the launching will be provided for under the launch services contract. NASA may also furnish, on a reimbursable basis, minor services in support of general NASDA launching requirements, at NASDA's request and under arrangements which may be agreed upon separately.

ARTICLE III

Financial Principles

A. NASDA will be responsible for all costs incurred by it in carrying out its own responsibilities, and will reimburse NASA as provided in the launch services contract for costs incurred by the US Government in connection with, or incident to, furnishing the requested launching and associated services, and any other services provided at NASDA's request. The general principle under which reimbursement will be made will be that NASDA will reimburse NASA for all such costs incurred by the US Government which are properly chargeable to the services furnished by NASA for the purposes of any scheduled NASDA launching, whether or not such launching actually occurs or is successful, including an amount covering NASA's overhead and administrative expense. NASA may also charge a rental, to be agreed upon in advance for US Government-owned property made available by NASA for the use of NASDA or its contractors.

B. Reimbursement of the costs of the US Government will be made initially on the basis of an estimate to be furnished by NASA in advance, under a payment schedule to be established in the launch services contract. The amount paid by NASDA on an estimated basis will be adjusted as provided in the launch services contract. Adjusted estimates will be provided in accordance with terms of the launch services contract and, bearing in mind the budgetary requirements of NASDA, as far in advance of the date of final settlement as possible. In the case of costs incurred by NASA which are not accounted for on a per-launch basis, such as for launch vehicles and launch crew services, NASA may, in determining the actual costs of the US Government, allocate costs for each launching on a pro-rata basis.

C. NASDA will be exempted from reimbursing NASA for certain costs as provided in the launch services contract.

D. The financial principles set forth above will be consistent with relevant provisions of the United States launch assistance policy as provided in the statement of the President of the United States on October 9, 1972, and are subject to any changes in US Government policy affecting the basis for determining costs to be reimbursed for launch services provided by NASA for users other than the US Government. In the event of any such changes, the basis for determining reimbursable costs for launching services provided to NASDA under this Memorandum of Understanding will continue to be the same as that applicable to comparable non-US Government domestic and foreign users.

ARTICLE IV

Limitations on United States Liability

A. Except as may be provided in the launch services contract, the US Government, its contractors and subcontractors, shall not be liable for damage to, or the loss of, a satellite or other property which has been delivered by NASDA or its contractors into the custody of NASA or its contractors for the purposes of an agreed launching. The US Government and its contractors shall not be liable in any event for damage to or the loss of any such NASDA property which results as a direct or indirect consequence of damage to, or the malfunctioning or loss of, a vehicle or vehicle stage occurring after the time NASDA has assumed the risk of loss, as provided for in the launch services contract, for that vehicle or vehicle stage.

B. Except as may be provided in the launch services contract, NASDA will indemnify and hold the US Government harmless against any claims for personal injuries, death, or damage to or loss of property, or for other liability, arising out of the operation of a satellite, or from its failure to operate.

ARTICLE V

Documentation and Reports

- A. NASA and NASDA will exchange, through their respective Project Managers, all documents and information required for purposes of carrying out agreed missions, and such documents and information will be used only for the aforesaid purpose.
- B. Immediately after each launching, NASDA will provide NASA all data from the satellite relevant to ascertaining the performance of the launch vehicle, and such data will be used only for the aforesaid purpose.
- C. NASDA will, upon NASA's request and at NASA's expense, provide NASA with any raw scientific and technical data received by NASDA from the foregoing three satellites launched by NASA, and any reduced data therefrom. NASA's use of such unpublished data will be in accordance with the terms of the launch services contract.
- D. In any use of data passed to NASA under the above paragraphs A-C of this Article, NASA will respect and protect the confidentiality of proprietary information designated as such by NASDA, as provided for in the launch services contract.

MALAYSIA

Trade in Cotton, Wool and Man-Made Fiber Textiles

Agreement effected by exchange of notes

Signed at Kuala Lumpur January 8 and May 16, 1975;

Entered into force May 16, 1975;

Effective January 1, 1975.

The American Ambassador to the Malaysian Ministry of Foreign Affairs

No. 4

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 23, 1973, [¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles and textile products from Malaysia to the United States. As a result of those discussions, I wish to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Malaysia and the United States.

1. The term of this agreement shall be from January 1, 1975, through December 31, 1977. During such term, the Government of Malaysia will limit annual exports of cotton, wool, and man-made fiber textiles and textile products from Malaysia to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the twelve-month period beginning January 1, 1975, the aggregate limit will be 32,987,470 square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

¹ Should read "December 20, 1973". TIAS 7840; 25 UST 1001.

	<u>Group</u>	<u>Limit</u> (in square yards equivalent)
I	(Categories 1-38, 64, 200-213 and 241-243)	13,000,000
II	(Categories 39-63 and 214-240)	18,987,470
III	(Categories 101-132)	1,000,000

4. Within the applicable group limits, the following specific limits will apply for the first agreement year:

	<u>Category</u>	<u>Limit</u> (in square yards equivalent)
<u>Group I - Cotton and man-made fiber yarn and fabrics, made-ups and miscellaneous</u>		
9/10	Sheeting	1,400,000
18/19	Print cloth	2,300,000
22/23	Twills and sateen	2,400,000
26	Woven fabrics, n.e.s.	5,500,000

Group II - Apparel

39	Gloves	400,000 Dpr.	1,410,800
45/46/47	Cotton shirts	-	4,200,000
49	Other coats	24,615 Doz.	800,000
50/51	Trousers, slacks & shorts	62,000 Doz.	1,103,414
50	Men's (sub-limit)	(38,750)Doz.	(689,633)
51	Women's (sub-limit)	(38,750)Doz.	(689,633)
60	Pajamas & other nightwear	40,007 Doz.	2,078,400
229	Coats, not knit	24,597 Doz.	1,014,630
234/235	Shirts	-	2,600,000

5. Within the aggregate limit, the limit for Group I may be exceeded in any agreement year by 15 percent, the limit for Group II may be exceeded by 7 percent, and the limit for Group III may be exceeded by one percent. Within the group limits, as adjusted, the specific limits in Group I may be exceeded by 10 percent in any agreement year, the specific limits in Group II may be exceeded by 7 percent and the specific limits in Group III (in the event that specific limits are established within this group) may be exceeded by 5 percent. The limits referred to in this paragraph are without the adjustments provided for under this paragraph or paragraph 7 of this agreement.

6. (a) For the second and succeeding agreement years, the aggregate limit shall be increased by 7 percent of the aggregate for the preceding year. Within that limit, the limit for Group III shall be increased by one percent annually. Within the aggregate and applicable group limits, all specific limits and consultation levels shall be increased by 7 percent annually except those limits in Group III which shall be increased by one percent annually.

(b) The difference between the amounts resulting from the application of a 7 percent annual growth to the aggregate limit and a one percent annual growth to the limit for Group III shall be divided pro-rata among Groups I and II.

(c) Notwithstanding the provisions of sub-paragraphs (a) and (b) of this paragraph, if exports of cotton, wool and man-made fiber textiles from Malaysia to the United States during the first agreement year are approximately 85 percent or more of the aggregate limit for that year, the aggregate limit for the second agreement year shall be increased by a further quantity of 2,500,000 square yards equivalent. Such further increase will be pro-rated among the groups and categories and will be included in such totals for purposes of calculating the third agreement year levels.

(d) If exports of cotton, wool and man-made fiber textiles from Malaysia to the United States during the second agreement year are approximately 85 percent or more of the applicable aggregate limit for that year, the aggregate limit shall be increased by a further quantity of 3,000,000 square yards equivalent, which increase shall be pro-rated among the groups and categories.

(e) The limits referred to in this paragraph are without adjustments under other provisions of this agreement.

(f) The growth rate of 7 percent per annum, and the potential incremental increases in base levels provided for in sub-paragraphs (c) and (d) of this paragraph, are provided for in conformity with Article 6, paragraphs (1) and (2), respectively, of the Arrangement and in mutual recognition of the propriety of adjusting levels for man-made fiber and wool textiles.

7. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

- (i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits;
- (ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;
- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

Notwithstanding the foregoing, carryover of shortfalls into the first agreement year shall not be more than 5 percent of the applicable limits for the year ending August 31, 1974, as extended to December 31, 1974, provided for in the Agreements between the Governments concerning trade in cotton textiles [¹] and in wool and man-made fiber testiles [²] of September 8, 1970, as amended.

(b) For purposes of this Agreement, a shortfall occurs when exports from Malaysia to the United States during an agreement year are below the aggregate

^¹ TIAS 6953, 7999; 21 UST 2076; *ante*, p. 1.

^² TIAS 6954, 7597, 8093; 21 UST 2083; 24 UST 8888; *post*, 1065.

limits in this Agreement or the limits in force for the year ending December 31, 1974, as provided in the Agreements referred to sub-paragraph (a) above. In the agreement year following the shortfall, exports from Malaysia may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of sub-paragraph (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
 - (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
 - (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.
- (c) The limits referred to in sub-paragraphs (a) and (b) of this paragraph are without any adjustment under this paragraph or paragraph 5 above.
- (d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.
8. (a) Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Government of

Malaysia wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Malaysia shall request consultations with the Government of the United States of America on this question and the Government of the United States of America shall enter into such consultations. Until agreement on a different level of exports is reached, the Government of Malaysia shall limit exports to the United States in the category in question to the consultation level. For the first agreement year, the minimum consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in Categories 1-38, 64, 200-213 and 241-243; 700,000 square yards equivalent in Categories 39-63 and 214-240; and 102,010 square yards equivalent in Categories 101-132. Consultation levels above these stated amounts shall be specified in Annex A.

(b) The two Governments shall consult prior to the beginning of the second and third agreement year to review the consultation levels specified in subparagraph (a) above, as well as to review other matters pertaining to the agreement's implementation.

9. The Government of Malaysia shall use its best efforts to space exports to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of Malaysia with data on monthly imports of cotton, man-made fiber and wool textiles from Malaysia; and the Government of Malaysia

shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from Malaysia to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

11. (a) In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex B hereto shall apply.

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

(c) For purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

- (i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool, and/or the man-made fiber component.
- (ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.

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

12. The Government of Malaysia and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time to problems which have been the subject of consultations under the agreement or its related document, either Government may, after notification to the other Government, refer such problems to the Textiles Surveillance Body in accordance with Article 11 of the Arrangement.

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

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

15. If the Government of Malaysia considers that, as a result of limitations specified in this agreement, it is being placed in an inequitable position vis-a-vis a third country, the Government of Malaysia may request consultations with the Government of the

United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

16. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of cotton, wool and man-made fiber textiles from Malaysia to the United States

17. The Government of the United States of America may assist the Government of Malaysia in implementing the limitation provisions of this agreement by controlling imports of cotton, wool and man-made fiber textiles covered by the agreement.

18. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Government of Malaysia, this note and your note of confirmation on behalf of the Government of Malaysia shall constitute an agreement between the Government of Malaysia and the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

Enclosures: Annex A, Annex B

F. T. Underhill [1]

Embassy of the United States of America,
Kuala Lumpur, January 8, 1975.



¹ F. T. Underhill, Jr.

ANNEX A

For the first agreement year of the new agreement beginning January 1, 1975, the following consultation levels in excess of those stated in paragraph 8 shall apply:

CONSULTATION LEVEL
(in square yards equivalent)

Category 48	1,000,000
Category 52	1,000,000
Category 55	1,000,000
Category 121	200,000
Category 228	1,000,000

ANNEX B

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1.	Cotton yarn, singles, carded, not ornamented, etc.	lb.	4.6
2.	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4.6
3.	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4.6
4.	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4.6
5.	Ginghams, carded yarn	syd.	1.0
6.	Ginghams, combed yarn	syd.	1.0
7.	Velveteens	syd.	1.0
8.	Corduroy	syd.	1.0
9.	Sheeting, carded yarn	syd.	1.0
10.	Sheeting, combed yarn	syd.	1.0
11.	Lawns, carded yarn	syd.	1.0
12.	Lawns, combed yarn	syd.	1.0
13.	Voiles, carded yarn	syd.	1.0
14.	Voiles, combed yarn	syd.	1.0
15.	Poplin and broadcloth, carded yarn	syd.	1.0
16.	Poplin and broadcloth, combed yarn	syd.	1.0
17.	Typewriter ribbon cloth	syd.	1.0
18.	Print cloth, shirting type, 80X80 type, carded yarn	syd.	1.0
19.	Print cloth, shirting other than 80X80 type, carded yarn	syd.	1.0
20.	Shirting, carded yarn	syd.	1.0
21.	Shirting, combed yarn	syd.	1.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
22.	Twill and sateen, carded yarn	syd.	1.0
23.	Twill and sateen, combed yarn	syd.	1.0
24.	Yarn-dyed fabrics, n.e.s., carded yarn	syd.	1.0
25.	Yarn-dyed fabrics, n.e.s., combed yarn	syd.	1.0
26.	Fabrics, n.e.s., carded yarn	syd.	1.0
27.	Fabrics, n.e.s., combed yarn	syd.	1.0
28.	Pillowcases, plain, carded yarn	no.	1.084
29.	Pillowcases, plain, combed yarn	no.	1.084
30.	Dish towels	no.	.348
31.	Towels, other than dish towels	no.	.348
32.	Handkerchiefs	doz.	1.66
33.	Table damasks and manu- factures	lb.	3.17
34.	Sheets, carded yarn	no.	6.2
35.	Sheets, combed yarn	no.	6.2
36.	Bedspreads, including quilts	no.	6.9
37.	Braided and woven elastics	lb.	4.6
38.	Fishing nets	lb.	4.6
39.	Gloves and mittens	doz. pr.	3.527
40.	Hose and half hose	doz. pr.	4.6
41.	Men's and boys' all white T-shirts, knits or crocheted	doz.	7.234

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
42.	Other T-shirts	doz.	7.234
43.	Knitshirts, other than T-shirts and sweat- shirts (including infants)	doz.	7.234
44.	Sweaters and cardigans	doz.	36.8
45.	Men's and boys' shirts, dress, not knit or crocheted	doz.	22.186
46.	Men's and boys' shirts, sport, not knit or crocheted	doz.	24.457
47.	Men's and boys' shirts, work, not knit or crocheted	doz.	22.186
48.	Raincoats, 3/4 length or over	doz.	50.0
49.	All other coats	doz.	32.5
50.	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
51.	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
52.	Blouses, whether or not in sets	doz.	14.53
53.	Women's, misses', chil- dren's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	doz.	45.3
54.	Playsuits, sunsuits, washesuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	doz.	25.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
55.	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and house-coats, not knit or crocheted	doz.	51.0
56.	Men's, and boys' undershirts (not T-shirts)	doz.	9.2
57.	Men's and boys' briefs & undershorts	doz.	11.25
58.	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	doz.	5.0
59.	All other underwear, not knit or crocheted	doz.	16.0
60.	Nightwear and pajamas	doz.	51.96
61.	Brassieres and other body supporting garments	doz.	4.75
62.	Other knitted or crocheted clothing	lb.	4.6
63.	Other clothing, not knit or crocheted	lb.	4.6
64.	All other cotton textile items	lb.	4.6
101.	Wool tops and wool advanced	lb.	1.95
102.	Yarns of Angora Rabbit hair	lb.	1.95
103.	Other yarns of wool and hair	lb.	1.95
104.	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	syd.	1.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
105.	Dilliard cloth	syd.	1.0
106.	Blankets	lb.	1.295
107.	Carriage and auto robes, etc., n.e.s.	lb.	1.295
108.	Tapestries and upholstery fabrics	syd.	1.0
109.	Pile and tufted fabrics	syd.	1.0
110.	Knit fabrics in the piece	lb.	1.95
111.	Hosiery	dpr.	2.7814
112.	Gloves and mittens	dpr.	2.093
113.	Underwear, knit	lb.	1.95
114.	Other infants' articles, knit, not ornamented	lb.	1.95
115.	Knit hats and similar items	lb.	1.95
116.	Knit wearing apparel, n.e.s., valued not over \$5 per pound	lb.	1.95
117.	Knit wearing apparel, n.e.s., valued over \$5 per pound	lb.	1.95
118.	Hats, caps, not blocked	lb.	1.95
119.	Hats, caps, blocked, finished	lb.	1.95
120.	Men's and boys' suits	no.	4.5
121.	Men's and boys' outer coats	no.	4.5
122.	Women's, misses', and children's coats and suits	no.	4.75

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
123.	Women's, misses', and children's separate skirts	no.	1.5
124.	Trousers, slacks and shorts	no.	1.5
125.	Articles of wearing apparel, n.e.s.	lb.	2.0
126.	Lace and net articles including veiling	lb.	1.95
128.	Miscellaneous manufactures of wool	lb.	1.95
131.	Braided floor coverings	sft.	0.11
132.	Wool floor coverings, n.e.s.	sft.	0.11
200.	Textured yarns	lb.	3.51
201.	Yarn wholly of continuous filament, cellulosic	lb.	5.19
202.	Yarn wholly of continuous filament, other	lb.	11.6
203.	Yarn wholly of non-continuous filament, cellulosic	lb.	3.4
204.	Yarn wholly of non-continuous filament, other	lb.	4.12
205.	Yarns, other	lb.	3.51
206.	Woven fabrics, cellulosic, wholly of continuous man-made fiber	syd.	1.0
207.	Woven fabrics, cellulosic, wholly made of noncontinuous fibers	syd.	1.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
208.	Woven fabrics, other, wholly of continuous man-made fiber	syd.	1.0
209.	Woven fabrics, other, wholly of noncontinuous fibers	syd.	1.0
210.	Woven fabrics, other, of man-made fibers	syd.	1.0
211.	Knit fabrics	lb.	7.8
212.	Pile and tufted fabrics	syd.	1.0
213.	Specialty fabrics	lb.	7.8
214.	Gloves and mittens, knit, whether or not ornamented	dpr.	3.53
215.	Hosiery	dpr.	4.6
216.	Dresses, knit	doz.	45.3
217.	Pajamas and other nightwear, knit	doz.	51.96
218.	T-shirts, knit	doz.	7.24
219.	Shirts, other (including blouses), knit	doz.	18.36
220.	Skirts, knit	doz.	17.8
221.	Sweaters and cardigans, knit	doz.	36.8
222.	Trousers, slacks and shorts, knit, women's, girls' and infants'	doz.	17.8
223.	Underwear, knit	doz.	16.0
224.	Other wearing apparel, knit, whether or not ornamented	lb.	7.8
225.	Body-supporting garments	doz.	4.75
226.	handkerchiefs	doz.	1.66

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
227.	Mufflers, scarves and shawls, not knit	lb.	7.8
228.	Blouses, not knit	doz.	14.53
229.	Coats, not knit	doz.	41.25
230.	Dresses, not knit	doz.	45.3
231.	Dressing gowns, including bathrobes and beachrobes, not knit	doz.	51.0
232.	Pajamas and other nightwear, not knit	doz.	51.96
233.	Playsuits, sunsuits, washsuits, etc., not knit	doz.	21.3
234.	Dress shirts, not knit	doz.	22.19
235.	Shirts, other, not knit	doz.	24.46
236.	Skirts, not knit	doz.	17.8
237.	Suits, not knit	no.	4.5
238.	Trousers, slacks and shorts, not knit	doz.	17.8
239.	Underwear, not knit	doz.	16.0
240.	Other wearing apparel, not knit, whether or not ornamented	lb.	7.8
241.	Floor coverings	sft.	0.11
242.	Other furnishings	lb.	7.8
243.	Manufactures, n.e.s. of man-made fiber	lb.	7.8

The Malaysian Deputy Secretary-General (Economics), Ministry of Foreign Affairs, to the American Ambassador

TALI { GRAM: "WISMAPUTRA KUALA LUMPUR"
PON: 27711.

Bil..... SR(480)100/8/30 Vol. III



WISMA PUTRA
KEMENTERIAN LUAR NEGERI
MALAYSIA
MINISTRY OF FOREIGN AFFAIRS
MALAYSIA

Kuala Lumpur..... 16th May, 1975

Excellency,

I have the honour to acknowledge receipt of your Note No: 4 dated January 8, 1975 concerning the proposed agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Malaysia and the United States of America, a photostat copy of which is annexed as Appendix "A".

I have further the honour to inform you that the Government of Malaysia is agreeable to the contents of the abovementioned Note and will regard that Note as constituting an Agreement between the Governments of Malaysia and the United States of America.

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

(Datuk Ahmad Zainal Abidin bin Mohd. Yusof)
Deputy Secretary-General (Economics).

His Excellency Mr. Francis T. Underhill, Jr.,
Ambassador Extraordinary and Plenipotentiary of the
United States of America,
Kuala Lumpur.

encl. [¹]

¹ Not printed. For text, see p. 1040.

MULTILATERAL

International Civil Aviation

*Protocol amending article 56 of the convention of December 7, 1944.
Done at Vienna July 7, 1971;
Ratification advised by the Senate of the United States of America
November 26, 1973;
Ratified by the President of the United States of America Jan-
uary 14, 1974;
Ratification of the United States of America deposited with the
International Civil Aviation Organization February 25, 1974;
Proclaimed by the President of the United States of America
April 2, 1975;
Entered into force December 19, 1974.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol relating to an amendment to Article 56 of the Convention on International Civil Aviation was dated at Vienna July 7, 1971, a certified copy of which in the English, French and Spanish languages is hereto annexed;

The Senate of the United States of America by its resolution of November 26, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President ratified the Protocol on January 14, 1974, and the United States instrument of ratification was deposited with the International Civil Aviation Organization on February 25, 1974;

It is provided in the Protocol that it shall come into force in respect of the States which have ratified it, on the date on which the eightieth instrument of ratification is deposited and that it shall come into force for each State ratifying thereafter on the date of deposit of its instrument of ratification;

Pursuant to the provisions of the Protocol, the Protocol came into force for the United States of America on December 19, 1974, the date upon which the eightieth instrument of ratification was deposited;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Protocol, to the end

that it shall be observed and fulfilled with good faith on and after December 19, 1974, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this second day of April in the year of our Lord one thousand nine hundred seventy-five
[SEAL] and of the Independence of the United States of America
the one hundred ninety-ninth.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

PROTOCOL	PROTOCOLE	PROTO COLO
relating to an amendment to Article 56 of the Convention on International Civil Aviation Signed at Vienna, on 7 July 1971	portant amendement de l'Article 56 de la Convention relative à l'Aviation civile internationale Signé à Vienne le 7 juillet 1971	relativo a una enmienda al Artículo 56 del Convenio sobre Aviación Civil Internacional Firmado en Viena el 7 de julio de 1971

THE ASSEMBLY OF THE INTERNATIONAL CIVIL AVIATION ORGANIZATION

HAVING MET in its Eighteenth Session, at Vienna, on the fifth day of July 1971,

HAVING NOTED that it is the desire of Contracting States to enlarge the membership of the Air Navigation Commission,

HAVING CONSIDERED it proper to increase the membership of that body from twelve to fifteen, and

HAVING CONSIDERED it necessary to amend, for the purpose aforesaid, the Convention on International Civil Aviation done at Chicago on the seventh day of December 1944, [!]

(1) APPROVED, in accordance with the provisions of Article 94(a) of the Convention aforesaid, the following proposed amendment to the said Convention:

"In Article 56 of the Convention the expression 'twelve members' shall be replaced by 'fifteen members'".

(2) SPECIFIED, pursuant to the provisions of the said Article 94(a) of the said Convention, eighty as of the number of Contracting States upon whose ratification the aforesaid amendment shall come into force, and

(3) RESOLVED that the Secretary General of the International Civil Aviation Organization shall draw up a Protocol, in the English, French and Spanish languages, each of which shall be of equal authenticity, embodying the amendment above-mentioned and the matters herein-after appearing:

- a) The Protocol shall be signed by the President of the Assembly and its Secretary General.
- b) The Protocol shall be open to ratification by any State which has ratified or adhered to the said Convention on International Civil Aviation.

CONSEQUENTLY, pursuant to the aforesaid action of the Assembly,

This Protocol has been drawn up by the Secretary General of the Organization;

This Protocol shall be open to ratification by any State which has ratified or adhered to the said Convention on International Civil Aviation;

The instruments of ratification shall be deposited with the International Civil Aviation Organization;

This Protocol shall come into force, in respect of the States which have ratified it, on the date on which the eighteenth instrument of ratification is so deposited; [!]

The Secretary General shall immediately notify all Contracting States of the date of deposit of each ratification of this Protocol;

L'ASSEMBLEE DE L'ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

S'ETANT REUNIE à Vienne, le 5 juillet 1971, en sa dix-huitième session,

AYANT PRIS ACTE du désir général des Etats contractants d'augmenter le nombre des membres de la Commission de Navigation aérienne,

AYANT ESTIME qu'il était justifié de porter de douze à quinze le nombre des membres de cet organé et

AYANT ESTIME qu'il était nécessaire d'amender à cette fin la Convention relative à l'Aviation civile internationale, faite à Chicago le sept décembre 1944,

i) A APPROUVE, conformément aux dispositions de l'alinea a) de l'article 94 de la Convention précitée, la proposition d'amendement à ladite Convention dont le texte suit:

"remplacer l'expression 'douze membres' par 'quinze membres' dans l'article 56 de la Convention",

2) A FIXE à quatre-vingt le nombre d'Etats contractants dont la ratification est nécessaire à l'entrée en vigueur duudit amendement, conformément aux dispositions de l'alinea a) de l'article 94 de ladite Convention,

3) A DECIDE que la Secrétaire générale de l'Organisation de l'Aviation civile internationale devra établir en langues française, anglaise et espagnole, chacune faisant également foi, un protocole concernant l'amendement précité et comprenant les dispositions ci-dessous:

- a) Le protocole sera signé par le Président et le Secrétaire général de l'Assemblée.
- b) Il sera soumis à la ratification de tout Etat contractant qui a ratifié la Convention relative à l'Aviation civile internationale ou y a adhéré.

EN CONSEQUENCE, conformément à la décision susmentionnée de l'Assemblée,

Le présent Protocole a été établi par le Secrétaire général de l'Organisation;

Le présent Protocole sera soumis à la ratification de tout Etat qui a ratifié la Convention relative à l'Aviation civile internationale, ou y a adhéré;

Les instruments de ratification seront déposés auprès de l'Organisation de l'Aviation civile internationale;

Le présent Protocole entrera en vigueur, à l'égard des Etats qui l'auront ratifié, le jour du dépôt du quatre-vingtième instrument de ratification;

Le Secrétaire général notifiera immédiatement à tous les Etats contractants la date du dépôt de chaque instrument de ratification du présent Protocole;

LA ASAMBLEA DE LA ORGANIZACION DE AVIACION CIVIL INTERNACIONAL

REUNIDA en su XVIII periodo de sesiones, en Viena, el cinco de julio de 1971,

HABIENDO TOMADO NOTA del deseo general de los Estados contratantes de aumentar el número de miembros de la Comisión de Aeronavegación,

HABIENDO CONSIDERADO conveniente elevar de doce a quince el número de miembros de ese órgano, y

HABIENDO CONSIDERADO necesario enmendar, a los fines prescritos, el Convenio sobre Aviación Civil Internacional hecho en Chicago el día siete de diciembre de mil novecientos cuarenta y cuatro,

i) APROBÓ, conforme con lo dispuesto en el párrafo a) del Artículo 94 del mencionado Convenio, la siguiente propuesta de enmienda del mismo:

"En el Artículo 56 del Convenio, sustituir la expresión 'doce miembros' por la expresión 'quinze miembros'",

2) FIJO, de acuerdo con lo dispuesto en el párrafo a) del Artículo 94 del mencionado Convenio, en ochenta el número de Estados contratantes cuya ratificación es necesaria para que dicha propuesta de enmienda entre en vigor; y

3) DECIDIÓ que el Secretario General de la Organización de Aviación Civil Internacional redacte un protocolo, en los idiomas inglés, francés y español, cada uno de los cuales tendrá la misma autenticidad, que contenga la propuesta de enmienda anteriormente mencionada, así como las disposiciones que se indican a continuación:

a) El Protocolo será firmado por el Presidente de la Asamblea y por su Secretario General.

b) El Protocolo quedará abierto a la ratificación por cualquier Estado que haya ratificado el mencionado Convenio sobre Aviación Civil Internacional o se haya adherido al mismo.

POR LO TANTO, de acuerdo con la mencionada decisión de la Asamblea,

El presente Protocolo ha sido redactado por el Secretario General de la Organización;

El presente Protocolo quedará abierto a la ratificación de todo Estado que haya ratificado el mencionado Convenio sobre Aviación Civil Internacional o se haya adherido al mismo;

Los instrumentos de ratificación se depositarán en la Organización de Aviación Civil Internacional;

El presente Protocolo entrará en vigor, con respecto a los Estados que lo hayan ratificado, en la fecha en que se deposite el octogésimo instrumento de ratificación;

El Secretario General notificará inmediatamente a todos los Estados contratantes la fecha de depósito de cada una de las ratificaciones del presente Protocolo;

¹ TIAS 1591, 6605 ; 61 Stat. 1180 ; 19 UST 7693.

² Dec. 19, 1974.

The Secretary General shall immediately notify all States parties to the said Convention of the date on which this Protocol comes into force;

With respect to any Contracting State ratifying this Protocol after the date aforesaid, the Protocol shall come into force upon deposit of its instrument of ratification with the International Civil Aviation Organization.

IN WITNESS WHEREOF, the President and the Secretary General of the Eighteenth Session of the Assembly of the International Civil Aviation Organization, being authorized thereto by the Assembly, sign this Protocol.

Done at Vienna on the seventh day of July of the year one thousand nine hundred and seventy-one, in a single document in the English, French and Spanish languages, each of which shall be of equal authenticity. This Protocol shall remain deposited in the archives of the International Civil Aviation Organization, and certified copies thereof shall be transmitted by the Secretary General of the Organization to all States parties to the Convention on International Civil Aviation done at Chicago on the seventh day of December 1944.

Le Secrétaire général notifiera immédiatement à tous les Etats parties à ladite Convention la date à laquelle le présent Protocole entrera en vigueur;

Le présent Protocole entrera en vigueur, à l'égard de tout Etat contractant qui l'aura ratifié après la date précitée, dès que cet Etat aura déposé son instrument de ratification auprès de l'Organisation de l'Aviation civile internationale.

El Secretario General notificará inmediatamente a todos los Estados partes en dicho Convenio la fecha de entrada en vigor del presente Protocolo;

El presente Protocolo entrará en vigor, respecto a todo Estado contratante que lo haya ratificado después de la fecha mencionada, a partir del momento en que deposite su instrumento de ratificación en la Organización de

Aviation Civil Internationale.

En TESTIMONIO DE LO CUAL, el Presidente y el Secretario General del XVIII período de sesiones de la Asamblea de la Organización de Aviación Civil Internacional, debidamente autorizados por la Asamblea, firman el presente Protocolo.

HECHO en Viena el siete de julio del año mil novecientos setenta y uno, en un documento único redactado en los idiomas español, francés e inglés, cada uno de los cuales tendrá la misma autenticidad. El presente Protocolo quedará depositado en los archivos de la Organización de Aviación Civil Internacional y el Secretario General de la Organización transmitirá copias certificadas conformes del mismo a todos los Estados partes en el Convenio sobre Aviación civil Internacional hecho en Chicago el siete de diciembre de 1944.

DR. KARL FISCHER

*President of the Assembly
President de l'Assemblée
Presidente de la Asamblea*

DR. ASSAD KOTAITE

*Secretary General of the Assembly
Secrétaire General de l'Assemblée
Secretario General de la Asamblea*

MALAYSIA

Trade in Wool and Man-Made Fiber Textile Products

Agreement amending and extending the agreement of September 8, 1970, as amended.

Effectuated by exchange of notes

Dated at Kuala Lumpur December 23 and 27, 1974;

Entered into force December 27, 1974.

*The American Ambassador to the Malaysian Deputy Secretary General
(Economics), Ministry of Foreign Affairs*

No. 313

EXCELLENCY:

I have the honor to refer to the Agreement between our two Governments on Trade in Wool and Man-made Fiber Textile Products effected by exchange of notes on September 8, 1970, as amended by exchange of notes of December 1, 1972, and February 9, 1973.^[1] As a result of recent discussions between representatives of our Governments, I have the honor to propose that the aforementioned Agreement be further amended and extended as provided for in the following paragraphs:

A. The first paragraph shall be amended to read as follows: "The Government of Malaysia will limit exports of wool textile products and man-made fiber textile products to the United States for a period of four years and four months, beginning September 1, 1970, and ending December 31, 1974, to the limits set forth below and in accordance with this Agreement. For purposes of smooth administration of the Agreement, the fourth agreement year, constituting the period from September 1, 1973, through August 31, 1974, and the four month extended period from September 1, 1974, through December 31, 1974, shall be treated as one agreement period, hereinafter referred to as the Fourth Agreement Period."

B. Paragraph 3, as amended, shall be further amended to add the following: "(C) for the Fourth Agreement Period, the aggregate limit shall be 8,437,266 square yards equivalent. Within this aggregate

¹ TIAS 6954, 7597; 21 UST 2083; 24 UST 8888.

limit, the following specific limits shall apply for the Fourth Agreement Period:

<u>Specific limits</u>	<u>Unit</u>	<u>Square yards equivalent</u>
Category 228	50,622 doz	735, 538
Category 229	30,373 doz	1, 252, 886
Category 234	67,497 doz	1, 497, 758
Category 235	84,371 doz	2, 063, 715
Category 238	42,186 doz	750, 911

C. Paragraph 4(A) shall be replaced by the following: "Within the aggregate limit, for the Fourth Agreement Period, exports of man-made and wool fiber textiles in categories not subject to a specific limit may not exceed 590,608 square yards equivalent for any man-made fiber textile apparel category, 843,727 square yards equivalent for any man-made fiber textile non-apparel category, and 137,717 square yards equivalent for any wool textile category, except with the prior concurrence of the Government of the United States of America following consultations requested by the Government of Malaysia. The Government of the United States of America agrees to enter promptly into such consultations at the request of the Government of Malaysia."

If the foregoing is acceptable to your Government, this note and your note of acceptance on behalf of the Government of Malaysia shall constitute an amendment and extension of the Wool and Man-Made Fiber Textile Products Agreement effected by exchange of notes on September 8, 1970.

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

F. T. UNDERHILL, JR.

His Excellency

DATUK AHMAD ZAINAL ABIDIN BIN MOHD. YUSOF,
Deputy Secretary General (Economics),
Ministry of Foreign Affairs,
Kuala Lumpur.

EMBASSY OF THE UNITED STATES OF AMERICA,
KUALA LUMPUR, December 23, 1974

The Malaysian Ministry of Foreign Affairs to the American Embassy



CU 227/74

The Ministry of Foreign Affairs Malaysia
presents its compliments to the Embassy of the United
States of America and with reference to the latter's
Note No: 313 dated December 23, 1974 has the honour to
inform the Embassy that the Government of Malaysia has
agreed to the proposed amendments and extension to the
Agreement between Malaysia and the United States of
America on Trade in Wool and Man-made Fiber Textile
Productsas set out in the aforesaid Note.

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

Kuala Lumpur

27th December, 1974



HONDURAS

Agricultural Commodities

Agreement amending the agreement of March 5, 1975.

Effectuated by exchange of notes

Dated at Tegucigalpa April 18, 1975;

Entered into force April 18, 1975.

The American Embassy to the Honduran Ministry of Foreign Relations

No. 56

TEGUCIGALPA, D.C., April 18, 1975

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Relations of the Republic of Honduras, and has the honor to refer to the Title I P.L. 480 Agricultural Sales Agreement signed by representatives of our two Governments on March 5, 1975,[¹] and to propose that said Agreement be amended as follows:

(A) Part II, Item I, entitled "Commodity Table" should have added under the appropriate column; wheat/wheat flour, supply period 1975, approximate maximum quantity 10,000, maximum export market value \$1.6 million, and increase total export market value to \$5.62 million.

(B) Item III, entitled "Usual Marketing Table" should have added under the appropriate column: commodity wheat/wheat flour, import period 1975, usual marketing requirement 20,000 tons.

(C) Under Item IV, entitled "Export Limitations" paragraph B, add at the end of the paragraph: "for wheat/wheat flour—wheat/wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name)."

¹ TIAS 8037; *ante*, p. 318.

It is understood that all other terms and conditions of the Agreement remain the same. The Embassy proposes that this note and your reply concurring therein will constitute agreement between our two Governments which will become effective on the date of your note in reply.

The Embassy takes this opportunity to renew to the Ministry of Foreign Relations the assurances of its highest and most distinguished consideration.

P V S

The Honduran Minister of Finance and Public Credit to the
American Ambassador



SECRETARIA DE HACIENDA Y CREDITO PUBLICO
REPUBLICA DE HONDURAS

Tegucigalpa, D. C., 18 de abril de 1975

Nº CP-0650.

Excelentísimo Señor Embajador:

Pláceme por este medio referirme a su Nota de esta fecha que ha enviado al Ministerio de Relaciones Exteriores y que se refiere al Adendum al Convenio entre el Gobierno de los Estados Unidos de Norte América y el Gobierno de la República de Honduras para la Venta de Productos Agrícolas que fue suscrito el 5 de marzo del presente año; al respecto, la Secretaría de Hacienda y Crédito Público en nombre del Gobierno de la República de Honduras manifiesta su conformidad con el contenido de la Nota en mención, quedando enterados que dicho Adendum es para incluir en nuestro Convenio la compra de aproximadamente 10,000 Toneladas Métricas de Trigo con un valor máximo en el mercado de exportación de US\$ 1.6 millones, quedando en esta forma nuestro Convenio con un total del valor máximo en el mercado de exportación de US\$ 5.62 millones.

La Secretaría de Hacienda y Crédito Público aprovecha esta oportunidad para reiterar al Excelentísimo Señor Embajador, las muestras de nuestra más alta consideración y estima,


m. a. b.
MANUEL AGUSTA BONILLA
Ministro de Hacienda y Crédito Público

Al Excelentísimo Señor Embajador de los
Estados Unidos de Norte América
Doctor Phillip V. Sanchez
Su Despacho.

AROV:mehc

TRANSLATION

DEPARTMENT OF FINANCE AND PUBLIC CREDIT
REPUBLIC OF HONDURAS

Tegucigalpa, D.C., April 18, 1975

No. CP-0650

Mr. Ambassador:

I have the pleasure of referring to your note of this date addressed to the Ministry of Foreign Affairs, concerning the addition to the Agricultural Sales Agreement between the Government of the United States of America and the Government of the Republic of Honduras, signed on March 5, 1975. In this connection, the Department of Finance and Public Credit, acting in the name of the Government of Honduras, states that it agrees with the contents of the above-mentioned note, in the understanding that this addition serves to include in the Agreement the purchase of approximately 10,000 metric tons of wheat with a maximum export market value of US\$1.6 million, thus leaving the Agreement with a total maximum export value of US\$5.62 million.

The Department of Finance and Public Credit avails itself of this opportunity to renew to you, Mr. Ambassador, the assurances of its highest consideration and esteem.

M ACOSTA B.

Manuel Acosta Bonilla
Minister of Finance and Public Credit

His Excellency
Philip V. Sanchez,
Ambassador of the United States of America,
Tegucigalpa.

PORUGAL

Finance: Housing

*Agreement signed at Lisbon June 30, 1975;
Entered into force June 30, 1975.*

LOAN AGREEMENT BETWEEN THE GOVERNMENT OF PORTUGAL AND THE UNITED STATES OF AMERICA FOR HOUSING FOR LOW-INCOME FAMILIES

LOAN AGREEMENT dated the 30th of June, 1975, between the Government of Portugal ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, [^] an amount not to exceed thirteen million two-hundred fifty thousand United States dollars (\$13,250,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02. The Loan shall be used exclusively to finance the costs of goods and services required for the Program. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Program. The "Program" shall consist of Borrower's housing program for low-income families as implemented by the National Housing Development Fund ("FFH"). The Program is more fully described in Annex A attached hereto, which Annex may be modified by mutual agreement in writing.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of five percent (5%) per annum on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement as such date is defined in Section

¹75 Stat. 424; 22 U.S.C. § 2151 note.

6.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within twenty-five (25) years from the date of the first disbursement hereunder in forty-one (41) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable four and one-half (4½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Term of the Loan. The Borrower agrees to negotiate with A.I.D. at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Any Disbursement. Prior to the first disbursement under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

- (a) An opinion of the Attorney General (Procurador Geral da Republica) of Portugal or of other counsel acceptable to A.I.D. that this agreement has been duly authorized or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all its terms;
- (b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02, and a specimen signature of each person specified in such statement.

- (c) A description of the arrangements, including the terms and conditions, under which disbursements under the Loan will be made available by the Borrower to the FFH, and by FFH to any other institution, for implementation of the Program.
- (d) A time-phased implementation plan for carrying out the Program, including Construction Schedules and a Financial Plan for the projects identified in Annex A.
- (e) A description of standards, criteria and procedures under the Program, for (i) selection and approval of projects and (ii) contracting for construction and engineering services.
- (f) A brief description of technical standards for housing of the type to be financed under the Program, including criteria in regard to site planning, green areas and community facilities.
- (g) A description of the eligibility criteria for tenants and/or purchasers under the Program, together with a description of the terms and conditions of rental or purchase of units under the Program.
- (h) Executed contract documents for the Housing Investment Guaranty Program referred to in A.I.D.'s Letter of Advice dated March 6, 1975 ("Housing Guaranty").
- (i) Evidence that Borrower has established a segregated fund ("Project Fund") for financing projects identified in Annex A.

SECTION 3.02. Release of Loan Funds. Upon satisfaction of the Conditions Precedent set forth in Section 3.02, A.I.D. will make disbursements under the Loan to the Project Fund in accordance with procedures and documentation requirements set forth in Article VII and in Implementation Letters to be provided to Borrower. Such disbursements shall consist of the following except as A.I.D. and the Borrower otherwise agree in writing:

- (a) An initial advance of not to exceed the equivalent of two million six hundred fifty thousand United States dollars (\$2,650,000), and
- (b) Additional disbursements; pursuant to the Financial Plan, provided that Borrower has given to A.I.D. acceptable evidence of (i) satisfactory construction progress in accordance with the Construction Schedules and (ii) timely and current contribution of Borrower's share pursuant to the Financial Plan and such other funds as are required for the Program.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Borrower. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the Conditions Precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Program.

- (a) The Borrower, through FFH, shall carry out the Program with due diligence and efficiency, and in conformity with sound professional, financial, technical and administrative practices.
- (b) Borrower shall cause the Loan funds to be administered in conformity with the terms and conditions of this Agreement, and in such manner as to facilitate the success of the Program.
- (c) Borrower shall cause the Program to be carried out in conformity with the plans, schedules, and other arrangements, and with all modifications therein, agreed upon by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds in addition to those made available under the Loan and all other resources needed for the effective carrying out of the Program.

SECTION 4.03. Continuing Consultation. The Borrower, FFH and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower, FFH and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Borrower of its obligations under this Agreement, and other matters relating to the Program.

SECTION 4.04. Taxation. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within the country of the Borrower. As, and to the extent that any transaction or property financed hereunder, is not exempt from identifiable taxes, tariffs, or duties and other levies imposed under laws in effect in the country of the Borrower, the Borrower shall make certain that payments which shall be financed under this Agreement shall be destined for payment of goods and services and not for the payment of such taxes, tariffs, or duties. Otherwise, the Borrower shall reimburse the same under Section 8.06 of this Agreement with funds other than those provided under the Loan.

SECTION 4.05. Utilization of Services. Goods and services financed under the Loan shall be used exclusively for the Program except as A.I.D. may otherwise agree in writing.

SECTION 4.06. Maintenance and Audit Records. The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Program and to this Agreement. Such books and records shall without limitation, be adequate to show:

- (a) receipt of and use made of funds disbursed pursuant to this Agreement;
- (b) the nature and extent of solicitations of prospective suppliers goods and of services required;
- (c) the basis of the award of contracts and orders to successful bidders; and
- (d) the progress of the Program.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.07. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Program financed hereunder as A.I.D. may request in order to verify accomplishments of the Program.

SECTION 4.08. Inspections. The authorized representatives of A.I.D. shall upon application to the Borrower have the right at all reasonable times to inspect the Program, and the books, records and other documents relating to the Program financed hereunder and the Loan in order to verify accomplishment of the Program. The Borrower shall cooperate with A.I.D. to facilitate such inspections.

ARTICLE V

Special Covenants and Warranties

SECTION 5.01. Income Levels. Borrower covenants that monthly payments for dwelling units on the basis of which disbursements are made under the Loan will not exceed twenty five percent (25%) of the median family income for the urban or rural area in which the unit is located, except as A.I.D. may otherwise agree.

ARTICLE VI

Procurement

SECTION 6.01. Source of Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Program of goods and services having their source and origin in Portugal or the United States.

SECTION 6.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only goods and services which are contracted for after February 28, 1975, will be financed under the Loan.

SECTION 6.03. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursements. Upon satisfaction of conditions precedent and submission of the documentation required under Section 3.02, the Borrower may, from time to time, request disbursement by A.I.D. of Portuguese escudos for the Program in accordance with the terms and conditions of this Agreement. Such disbursements shall be made from escudos owned by the United States Government and obtained by A.I.D. with United States dollars. The United States dollar equivalent of the escudos made available hereunder will be the amount of United States dollars required by A.I.D. to obtain the escudos.

SECTION 7.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Borrower and A.I.D. may agree in writing, it being understood that disbursements may be channelled through the Sociedade Financeira Portuguesa.

SECTION 7.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. disburses the escudos to the Borrower or to its designee.

SECTION 7.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursements shall be made against documentation received by A.I.D. after December 31, 1977. A.I.D. at its option, may at any time or times after June 30, 1978, reduce the Loan by all or any part hereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower. The Borrower may, by written notice to A.I.D. cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse and (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

- (a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

- (b) The Borrower shall have failed to comply with any other provision of this Agreement;
- (c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

- (i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately, and
- (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursements. In the event that at any time:

- (a) An Event of Default has occurred;
- (b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement, or
- (c) Any disbursement would be inconsistent with legislation governing A.I.D.;
- (d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement or any other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

then A.I.D. may at its option:

- (i) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
- (ii) Decline to make disbursements other than under outstanding commitment documents; and
- (iii) Decline to issue additional commitment documents.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursement pursuant to Section 8.03, if the cause or causes for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability of exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within ninety days after receipt of a request therefor. Such amount shall be made available first for the cost of services procured hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any consultant, supplier, or banking institution, or from any other third party connected with the Loan, with respect to services financed under the Loan, and such refund relates to an unreasonable price for services, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of services procured hereunder to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Non-Waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power or remedy or of any other right, power or remedy hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, requests, document or other communication given, made or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by tele-

gram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addressed:

To BORROWER:

Mail and Cable Address: Ministro das Finances
Avenida Infante D. Henrique
Lisboa, Portugal

To A.I.D.:

Mail and Cable Address: A.I.D. Representative
Embassy of the United States of America
Lisbon, Portugal

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Ministro das Finances and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative, Embassy of the United States of America, Lisbon. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representative of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will with the concurrence of the Borrower, prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the loan, in such form, containing such terms and supported by such legal opinion as A.I.D. may reasonably request. Form or such evidence shall be agreed upon by the Borrower and A.I.D.

SECTION 9.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this loan agreement shall terminate.

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

GOVERNMENT OF PORTUGAL

By: JOSE JOACHIM FRAGOSO

Name: Eng. JOSE JOACHIM FRAGOSO

Title: Minister of Finance

UNITED STATES OF AMERICA

By: H S OKUM

Name: HERBERT S. OKUN

Title: Charge d'affaires ad interim

ANNEX A

Project Description

Portugal—Housing for Low-Income Families

I. Portuguese Housing Sector

The Project consists of A.I.D. support for a portion of the low-income housing program of Portugal. The Government of Portugal (GOP) has assigned primary responsibility for this program to the Fundo de Fomento da Habitacao (FFH). Pursuant to Government policy objectives, FFH plans to begin construction of approximately 50,000 units of public housing in 1975 and 1976. This housing program is designed, among other things, to substantially increase the amount of housing accessible to the lowest income groups in Portugal. The GOP budget allocated to FFH for carrying out this housing program is expected to be approximately \$150 million, of which approximately \$23.3 million will be for the four projects with which A.I.D. is associated.

Most of the FFH public housing will be in multi-story apartment buildings, providing rental units with one to five bedrooms. FFH plans for the substantial completion in 1975 and 1976 of approximately 25 larger projects incorporating these kinds of units. In addition to rental apartments, self-help housing may also be included in the FFH housing program.

TIAS 8095

II. A.I.D. Participation

A.I.D. will help to finance the housing sector program to be carried out by FFH through:

- (a) a development loan (DL)—\$13,250,000
- (b) a housing investment guaranty (HIG)—\$20,000,000

Total—\$33,250,000

A.I.D.'s participation will be associated with four of FFH's planned projects which are ready for early implementation and which constitute a significant share of the new housing to be built over the two-year period. Disbursement of DL and HIG funds will be timed to coincide with the construction of lower-cost units in projects in the following locations:

- (a) Almada
- (b) Oeiras-Zambujal
- (c) Aveiro
- (d) Porto-Viso

The identification and projected costs of such lower-cost units will be agreed upon by A.I.D. and FFH in Implementation Letters. With respect to such projected costs, the ratio of attributed financing will be approximately as follows:

DL—not to exceed 30%

HIG—not to exceed 45%

GOP—not less than 25%

Except as A.I.D. may otherwise agree, disbursements from DL and HIG will take place on a proportionate basis in accordance with the above ratio.

HUNGARIAN PEOPLE'S REPUBLIC

Air Transport Services

Agreement amending the agreement of May 30, 1972.

Effectuated by exchange of notes

Dated at Budapest May 9 and 16, 1975;

Entered into force May 16, 1975.

The American Embassy to the Hungarian Ministry of Foreign Affairs

No. 121

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to refer to the Air Transport Agreement of May 30, 1972.^[1] Pursuant to the agreement, the United States Government hereby designates Pan American World Airways, Inc., as the United States airline which will operate the route listed in Paragraph A of the schedule to the agreement.

The exchange of notes attached to that agreement provide that air services by the designated airline or airlines of either party will not be inaugurated without further agreement between parties with respect to any matter covered by the agreement. In order to permit the inauguration of service by Pan American World Airways beginning May 22, 1975, the Government of the United States has the honor to propose that a further agreement be entered into as contemplated by Paragraph 1 of the above-mentioned exchange of notes, as follows:

1. The designated airline of the United States will be permitted to inaugurate service to Budapest beginning May 22, 1975, pursuant to the provisions of the Air Transport Agreement.

2. The designated airline of the United States will enjoy the rights specified in Paragraph B of Article 13 insofar as the sale of air transportation for convertible currency is involved, using its own transportation documents. Sales of air transportation for Hungarian currency on the world-wide services of the designated airline of the United States will be made by the airline of Hungary, acting as the general sales agent for the designated airline of the United States.

¹ TIAS 7577; 24 UST 716.

3. The revenues earned from sales performed under Paragraph 2 above may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representatives and, with the approval of the Hungarian authorities, for other purposes. Local expenses for which such revenues may be used include rent and maintenance of offices and housing, salaries of employees, purchase and maintenance of company vehicles, advertising, landing and other airport fees, airport ground handling fees, catering and domestically produced items necessary for the maintenance and servicing of aircraft such as fuels and lubricants.

4. The airline of Hungary will enjoy the rights specified in Paragraph B of Article 13 insofar as the sale of air transportation in the United States is involved, using its own transportation documents.

5. This further agreement and other matters will at the request of either contracting party be reviewed in consultations between the contracting parties prior to the inauguration of scheduled service to the United States by the designated airline of Hungary. If agreement on the rights to be made available to each side cannot be reached in such consultations, or if such consultations are not completed within 120 days of the date they are requested, this further agreement will automatically terminate.

If this proposal is acceptable to your Government, the Government of the United States has the honor to propose that this note and your reply to that effect constitute a further agreement between our two Governments, as contemplated by Paragraph 1 of the exchange of notes attached to the Air Transport Agreement, which shall enter into force on the date of your reply.

The Embassy of the United States of America avails itself of the opportunity to convey to the Ministry of Foreign Affairs of the Hungarian People's Republic renewed assurance of its highest consideration.

R C M

Embassy of the United States of America,

BUDAPEST, *May 9, 1975*

The Hungarian Ministry of Foreign Affairs to the American Embassy

2091-7/1975.

The Ministry of Foreign Affairs of the Hungarian People's Republic presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 121, dated May 9, 1975 the content of which conceived as follows:

Pursuant to the Air Transport Agreement of May 30, 1972 the United States Government designates Pan American World Airways, Inc., as the United States airline which will operate the route listed in Paragraph A of the schedule to the agreement.

The exchange of notes attached to that agreement provide that air services by the designated airline or airlines of either party will not be inaugurated without further agreement between parties with respect to any matter covered by the agreement. In order to permit the inauguration of service by Pan American World Airways beginning May 22, 1975, the Government of the Hungarian People's Republic concurs with the proposal of the Government of the United States of America that a further agreement be entered into as contemplated by Paragraph 1 of the above mentioned exchange of notes, as follows:

1./ The designated airline of the United States will be permitted to inaugurate service to Budapest beginning

Embassy of the United States of
America

B u d a p e s t

May 22, 1975, pursuant to the provisions of the Air Transport Agreement.

2./ The designated airline of the United States will enjoy the rights specified in Paragraph B of Article 13 insofar as the sale of air transportation for convertible currency is involved, using its own transportation documents. Sales of air transportation for Hungarian currency on the world-wide services of the designated airline of the United States will be made by the airline of Hungary, acting as the general sales agent for the designated airline of the United States.

3./ The revenues earned from sales performed under Paragraph 2 above may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representatives and, with the approval of the Hungarian authorities, for other purposes. Local expenses for which such revenues may be used include rent and maintenance of offices and housing, salaries of employees, purchase and maintenance of company vehicles, advertising, landing and other airport fees, airport ground handling fees, catering and domestically produced items necessary for the maintenance and servicing of aircraft such as fuels and lubricants.

4./ The airline of Hungary will enjoy the rights specified in Paragraph B of Article 13 insofar as the sale of air transportation in the United States is involved, using its own transportation documents.

5./ This further agreement and other matters will at the request of either contracting party be reviewed in consultations between the contracting parties prior to the inauguration of scheduled service to the United States by

the designated airline of Hungary. If agreement on the rights to be made available to each side cannot be reached in such consultations, or if such consultations are not completed within 120 days of the date they are requested, this further agreement will automatically terminate.

The Government of the Hungarian People's Republic agrees that the Note of the Embassy of the United States of America referred to above and the present Note of reply of the Ministry of Foreign Affairs constitute a further agreement between our two Governments as contemplated by Paragraph 1 of the exchange of notes attached to the Air Transport Agreement, which enters into force with the effect of the date of this Note.

The Ministry of Foreign Affairs of the Hungarian People's Republic avails itself of this opportunity to convey to the Embassy of the United States of America the assurances of its highest consideration.

Budapest, May 16, 1975



ITALY

Double Taxation: Taxes on Income

*Agreement continuing application of the convention
of March 30, 1955.*

Effectuated by exchange of letters

Signed at Rome December 13, 1974;

Entered into force provisionally January 1, 1974.

The Italian Director General for Economic Affairs, Ministry of Foreign Affairs, to the American Ambassador [¹]

Ministero degli Affari Esteri [²]

Roma, 13 dicembre 1974

Signor Ambasciatore,

ho l'onore di riferirmi alla Convenzione tra gli Stati Uniti d'America e la Repubblica Italiana per evitare le doppie imposizioni e per prevenire le evasioni fiscali in materia di imposte sul reddito, firmata a Washington il 30 marzo 1955.

Come è noto, il Governo italiano ha attuato radicali mutamenti nel suo sistema fiscale con effetto dal 1º gennaio 1974.

Al fine di mantenere le relazioni di reciproco vantaggio che si sono sviluppate tra i nostri due Paesi nell'ambito della Convenzione, ed in attesa di procedere al rinnovo di quest'ultima, il Governo italiano propone di applicare in via provvisoria la citata Convenzione alle nuove imposte statali sui redditi, con decorrenza dal 1º gennaio 1974, al fine di consentire la continuità nell'applicazione della Convenzione stessa.

A tale scopo il Governo italiano darà applicazione alle norme della Convenzione a decorrere

S.E. John A. VOLPE
Ambasciatore degli Stati Uniti d'America
D.O.M.A.

¹ For the English language translation, see p. 1091.

² In translation reads: "Ministry of Foreign Affairs".

dal 1º gennaio 1974 con riferimento a: (1) l'imposta sul reddito delle persone fisiche e (2) l'imposta sul reddito delle persone giuridiche.

Ho l'onore di proporre che la presente Nota e la risposta che V.E. vorrà indirizzarmi costituiranno un accordo fra i nostri due Governi ai fini dell'applicazione della Convenzione suddetta.

Voglia gradire, Signor Ambasciatore,
i sensi della mia più alta considerazione.

Cesidio Guazzaroni [1]

¹ Cesidio Guazzaroni

The American Ambassador to the Italian Director General for Economic Affairs, Ministry of Foreign Affairs

ROME, December 13, 1974

DEAR MR. AMBASSADOR:

I have the honor to refer to your Note of today's date which reads in translation as follows:

"I have the honor to refer to the Convention between the United States of America and the Italian Republic for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income, signed at Washington on March 30, 1955.^[1]

As you are aware, the Italian Government made fundamental changes in its tax structure with effect from January 1, 1974.

In order to continue the mutually advantageous relationships which have developed between our two countries under the Convention, and in anticipation of a renegotiation of the Convention, the Italian Government proposes to apply provisionally the Convention to the two new State taxes on income, effective as of January 1, 1974 in order to assure the continued application of the aforementioned Convention.

Accordingly the Italian Government will, from and as of January 1, 1974, apply the provisions of the Convention to (1) the income tax on physical persons (*l'imposta sul reddito delle persone fisiche*) and (2) the income tax on juridical persons (*l'imposta sul reddito delle persone giuridiche*).

I have the honor to propose that the present Note and your reply thereto will constitute an agreement between the two governments for the purpose of the application of the aforementioned Convention."

I have the honor to confirm to you that my Government is in agreement with the statements in Your Excellency's Note.

Please accept, Dear Mr. Ambassador, the assurances of my highest consideration.

Sincerely,

JOHN A. VOLPE

John A. Volpe

His Excellency CESIDIO GUAZZARONI
Director General for Economic Affairs
Ministry of Foreign Affairs
Rome

¹ TIAS 3679; 7 UST 2999.

FEDERAL REPUBLIC OF GERMANY
Customs Services

*Agreement signed at Washington August 23, 1973;
Entered into force June 13, 1975.*

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA AND
THE FEDERAL REPUBLIC OF GERMANY
REGARDING MUTUAL ASSISTANCE
BETWEEN THEIR CUSTOMS SERVICES

The United States of America and the Federal Republic of Germany,

Considering that offenses against customs laws are prejudicial to the economic, fiscal and commercial interests of their respective countries,

Convinced that action against these offenses can be made more effective by cooperation between their customs services, and having regard, in this respect, to the Recommendation of the Customs Co-operation Council in Brussels on Mutual Administrative Assistance of December 5, 1953,

Have agreed as follows:

ARTICLE 1

Definitions

(1) "Customs laws" for the purposes of the present agreement shall mean the laws and regulations concerning the importation, exportation and transit which relate to customs duties and taxes or any other levies or reimbursements or to prohibitions, restrictions and controls respecting the movement of goods across national boundaries.

(2) "Customs services" for the purposes of the present agreement shall mean in the United States of America the United States Customs Service, Department of the Treasury, and in the Federal Republic of Germany the Bundeszollverwaltung.

(3) "Narcotics" for the purposes of the present agreement shall mean substances which come under the Single Convention on Narcotic Drugs of March 30, 1961, [¹] and any amendments and additions thereto; substances which come under the Convention on Psychotropic Substances of February 21, 1971, and any amendments and additions thereto; and such other substances as may be mutually agreed upon by the two Governments.

ARTICLE 2

Assistance

(1) The Parties agree to assist each other through their customs services, in accordance with the provisions of the present agreement, to prevent, investigate and repress breaches of their customs laws.

(2) Assistance, as provided in this agreement, shall be extended upon request in connection with:

¹TIAS 6298, 6423, 6458, 6795, 7223, 7817, 7945; 18 UST 1407, 3279; 19 UST 4668; 20 UST 4064; 22 UST 1808; 25 UST 651, 2772.

- a) determinations involving classification, value and other characteristics relevant to the enforcement of the customs laws;
- b) investigative and criminal proceedings in matters covered by the present agreement;
- c) United States proceedings on fines, penalties, forfeitures and liquidated damages as well as German monetary fine proceedings ("Bussgeldverfahren").

(3) Assistance under the present agreement shall be provided in accordance with the laws of the requested Party.

ARTICLE 3

Exemptions from the Obligation to Extend Assistance

(1) In cases where the requested Party is of the opinion that compliance with the request would infringe upon its sovereignty, security, public policy or other substantive national interests, assistance can be refused in whole or in part, or compliance may be made subject to the satisfaction of certain conditions or requirements.

(2) In cases where a request is made which the requesting Party itself would be unable to provide upon request of the other Party, the requesting Party shall draw attention to this fact in its request. Compliance with such a request shall be within the discretion of the requested Party.

ARTICLE 4

Lists of Goods

The customs services of the Parties shall exchange lists of the goods which are known to be or are suspected of being imported or exported in contravention of the customs laws.

ARTICLE 5

Surveillance of Conveyances, Goods, and Persons

Upon the request of the customs service of either Party, the customs service of the other Party shall, to the extent of its ability, exercise special surveillance within its jurisdiction, of

- a) conveyances by land, water and air which are suspected of being used in breaches of the customs laws of the other Party;
- b) movements of specified goods designated by the requesting Party as the objects of an extensive clandestine trade of which it is the country of destination;
- c) localities where unusual deposits of goods have been established, which are suspected of being used for the purpose of a trade that is in violation of the customs laws of the other Party;
- d) persons known or suspected of being engaged in breaches of the customs laws of the other Party.

ARTICLE 6

Issuance of Certifications

The customs services of the Parties shall extend to each other upon request a certification attesting that specific goods exported from the territory of one Party were lawfully imported into the territory of the other Party, and indicating, if appropriate, the customs procedures by means of which the goods were cleared.

ARTICLE 7

Furnishing of Information

(1) The customs services of the Parties shall, upon request, furnish each other all available information regarding ascertained or planned acts which infringe or appear to infringe the customs laws of the other Party, by forwarding reports, memoranda or certified copies of documents relating thereto.

(2) In serious cases which appear to involve the threat of substantial damage to the economy, public health, public security or any other vital interest of the other Party, such information shall be supplied without being requested.

ARTICLE 8

Additional Assistance

For the purpose of prevention, investigation and repression of narcotic smuggling, the customs services of the Parties will communicate to each other as far as possible, without the necessity of a request, all information regarding

(1) citizens of the other Party or persons domiciled in the territory of the other Party suspected of involvement in planned or committed acts in violation of the laws and regulations in force in the territory of either Party for the prevention, investigation and repression of trade in narcotics;

(2) persons other than those referred to in paragraph 1 suspected of involvement in planned or committed acts in violation of the laws and regulations in force in the territory of the other Party for the prevention, investigation and repression of trade in narcotics;

(3) conveyances by land, water and air registered under the laws of the other Party suspected of use in connection with planned or committed acts in violation of the laws and regulations in force in the territory of either Party for the prevention, investigation and repression of trade in narcotics;

(4) conveyances other than those referred to in paragraph 3 which are suspected of use in connection with planned or committed acts in violation of the laws and regulations in force in the territory of the other Party for the prevention, investigation and repression of trade in narcotics.

ARTICLE 9

Investigations

(1) The customs service of either Party shall upon the request of the customs service of the other Party undertake

verifications, inspections, and fact-finding inquiries in connection with the matters referred to in Article 2, paragraph 2.

(2) The results of such verifications, inspections and inquiries shall be communicated to the requesting customs service.

ARTICLE 10

Obligation to Observe Secrecy

Inquiries, information, reports and expert opinions, as well as other communications which are received by either Party pursuant to the present agreement, shall be kept secret in accordance with the legal requirements of the receiving Party and subject to such conditions as may be imposed by the supplying Party, to the extent permitted under the laws of the Party receiving the information.

ARTICLE 11

Form and Substance of the Request for Assistance

(1) Requests pursuant to the present agreement shall be made in writing. The documents necessary for the execution of such requests, including orders or decisions of the competent authorities underlying the request, shall accompany them in the form of originals, copies, transcripts, certified photocopies or certified copies.

(2) Requests pursuant to paragraph 1 shall include the following information:

- a) the authority making the request;
- b) the nature of the proceedings;

- c) the object of and the reason for the request;
- d) the names and addresses of the parties concerned in the proceedings;
- e) a brief description of the matter under investigation and the legal elements involved.

ARTICLE 12

Channel and Competence

(1) Correspondence shall be carried on directly between the customs services. The Commissioner of Customs, United States Customs Service, United States of America and the Head of the Customs Division in the Federal Ministry of Finance of the Federal Republic of Germany, shall determine necessary details. Where information is received that is within the jurisdiction of a national agency other than the customs service of a Party, this information will be promptly transmitted to the appropriate agency in accordance with the internal procedures of such Party.

(2) In case the customs service of the requested Party is not the appropriate agency to carry out a request, it shall transmit the request to the appropriate authority and notify the requesting Party of its action.

ARTICLE 13

Execution of Requests

(1) The law of the requested Party shall be applicable in the execution of requests; the requested authority shall be required to see that any official or judicial measures necessary

to carry out the request are taken. A request by a Party that a certain procedure be followed or that its representative be present when the action to be taken is carried out, may be complied with, except where this would be barred by the law of the requested Party.

(2) The requesting Party shall, if it so desires, be advised of the time and the place of the execution of the action to be taken in response to the request.

(3) In the event that the request cannot be fully complied with, the requesting Party shall be promptly notified, with a statement giving the reasons therefor and other facts which have come to light and may be of importance for the further pursuit of the matter.

ARTICLE 14

Documents, Other Materials and Witnesses

(1) The transmission of documents and other written materials in the original shall be requested only in cases where the transmission of copies would be insufficient.

(2) Documents, original writings or other materials which have been transmitted shall be returned to the requested authority at the earliest opportunity; rights of the requested Party or of third parties relating thereto shall remain unaffected.

(3) Customs and other administrative officials of either Party shall, upon the request of the competent authorities of the other Party made in accordance with the present agreement, be authorized to attend as witnesses and to produce such available

records and files, or duly authenticated or certified copies thereof, as may be considered essential to the trial of civil or criminal cases in the courts of the requesting Party. The requested Party shall take all appropriate measures to ensure the appearance of such officials.

(4) Delivery of a document, when the receiving Party requests, shall be evidenced by a receipt of the addressee bearing the date of delivery, or a certificate executed by the requested authority describing the manner and date of the delivery.

ARTICLE 15

Costs of Assistance

(1) The following expenses incurred by the requested Party in carrying out a request under the present agreement shall, upon request, be paid or reimbursed by the requesting Party: expenses for witnesses, fees of experts, and costs of interpreters other than government employees.

(2) For all other expenses incurred, the requested Party shall claim no reimbursement.

ARTICLE 16

Delivery of Decisions or Rulings

The customs service of one Party shall, upon the request of the customs service of the other Party, honor or cause its competent authorities to honor, any reasonable request for delivery of published decisions or rulings of its administrative authorities relating to the application of the customs laws. It shall also deliver such unpublished decisions or rulings as can be furnished consistent with the provisions of the present agreement.

ARTICLE 17

Implementation of the Agreement

The Commissioner of Customs, United States Customs Service, United States of America and the Head of the Customs Division in the Federal Ministry of Finance of the Federal Republic of Germany, may communicate with each other directly for the purpose of settling matters arising out of the present agreement, and shall issue after consultation any administrative regulations necessary for implementation of the present agreement. They shall endeavor by mutual accord to resolve problems or doubts arising from the interpretation or application of the agreement.

ARTICLE 18

Territorial Applicability

The present agreement shall also be applicable

- a) within the Virgin Islands of the United States and
- b) to Land Berlin unless the Government of the Federal Republic of Germany makes a declaration to the contrary to the Government of the United States within three months following the entry into force of the agreement.

ARTICLE 19

Entry into Force and Termination

- (1) The present agreement shall enter into force one month from the date on which the Parties shall have informed each other in an exchange of diplomatic notes that all the national legal requirements for such entry into force have been fulfilled. [¹]

¹ June 13, 1975.

(2) The present agreement shall remain in force until terminated upon six months' notice given in writing by one of the Parties to the other.

DONE at Washington on August 23, 1973, in duplicate, in the English and in the German languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

Willis C. Armstrong [1]

Vernon D. Acree [2]

FOR THE FEDERAL REPUBLIC OF GERMANY:

Hans H. Noebel. [3]

Hans Hutter [4]

¹ Willis C. Armstrong

² Vernon D. Acree

³ Hans H. Noebel

⁴ Hans Hutter

VERTRAG ZWISCHEN
DEN VEREINIGTEN STAATEN VON AMERIKA
UND DER BUNDESREPUBLIK DEUTSCHLAND
ÜBER DIE GEGENSEITIGE UNTERSTÜTZUNG
IHRER ZOLLVERWALTUNGEN

Die Vereinigten Staaten von Amerika und die Bundesrepublik
Deutschland

in der Erwägung, dass Zu widerhandlungen gegen die Zollgesetze
ihren wirtschaftlichen, fiskalischen und kommerziellen Interessen
schaden,

in der Überzeugung, dass die Bekämpfung dieser Zu widerhand-
lungen durch die Zusammenarbeit ihrer Zollverwaltungen
erfolgreicher gestaltet werden kann, und im Hinblick auf die
Empfehlung des Brüsseler Rates für die Zusammenarbeit auf dem
Gebiete des Zollwesens über gegenseitige Verwaltungshilfe vom
5. Dezember 1953,

sind wie folgt übereingekommen:

ARTIKEL 1

Begriffsbestimmungen

(1) "Zollgesetze" im Sinne dieses Vertrages sind die Rechts- und Verwaltungsvorschriften über die Ein-, Aus- und Durchfuhr, die sich auf Zölle oder alle sonstigen Abgaben oder Erstattungen oder auf Verbote, Beschränkungen und Kontrollen des grenzüberschreitenden Warenverkehrs beziehen.

(2) "Zollverwaltungen" im Sinne dieses Vertrages sind in den Vereinigten Staaten von Amerika United States Customs Service, Department of the Treasury und der Bundesrepublik Deutschland die Bundeszollverwaltung.

(3) "Drogen und Rauschmittel" im Sinne dieses Vertrages sind die Stoffe, die unter das internationale Einheits-Übereinkommen vom 30. März 1961 über Suchtstoffe in seiner jeweils geltenden Fassung fallen, die Stoffe, die unter das internationale Übereinkommen über psychotrope Stoffe vom 21. Februar 1971 in seiner jeweils geltenden Fassung fallen sowie sonstige Stoffe, über die sich beide Regierungen einig geworden sind.

ARTIKEL 2

Unterstützung

(1) Die Parteien kommen überein, sich gegenseitig nach Massgabe der Bestimmungen dieses Vertrages über ihre Zollverwaltungen Unterstützung zur Verhinderung, Ermittlung und Verfolgung von Verstößen gegen ihre Zollgesetze zu leisten.

- (2) Unterstützung im Rahmen dieses Vertrages ist auf Ersuchen zu leisten
- a) in Festsetzungsverfahren im Zusammenhang mit der Tarifierung, Bewertung und anderen für die Durchführung der Zollgesetze wesentlichen Merkmalen;
 - b) in Ermittlungs- und Strafverfahren in Angelegenheiten, die unter diesen Vertrag fallen;
 - c) in amerikanischen Verfahren betreffend "fines", "penalties", "forfeitures" und "liquidated damages" sowie in deutschen Bussgeldverfahren.
- (3) Unterstützung im Rahmen dieses Vertrages wird nach dem Recht der ersuchten Partei gewährt.

ARTIKEL 3

Ausnahmen von der Verpflichtung zur Unterstützung

(1) Ist die ersuchte Partei der Ansicht, dass die Erledigung des Ersuchens geeignet ist, die Souveränität, die Sicherheit, die öffentliche Ordnung (ordre public) oder andere wesentliche Interessen ihres Landes zu beeinträchtigen, so kann sie die Unterstützung ganz oder teilweise verweigern oder von der Erfüllung bestimmter Bedingungen oder Auflagen abhängig machen.

(2) Wird ein Ersuchen um Unterstützung gestellt und wäre die ersuchende Partei im umgekehrten Falle nicht in der Lage, die begehrte Unterstützung zu leisten, so hat die ersuchende Partei in dem Ersuchen darauf hinzuweisen. Der ersuchten Partei steht es frei, einem derartigen Ersuchen zu entsprechen.

ARTIKEL 4

Listen von Waren

Die Zollverwaltungen der Parteien tauschen Aufstellungen der Waren aus, von denen bekannt ist oder bei denen der Verdacht besteht, dass sie unter Zuwiderhandlungen gegen die Zollgesetze ein- oder ausgeführt werden.

ARTIKEL 5

Überwachung von Fahrzeugen, Waren und Personen

Die Zollverwaltung der einen Partei überwacht auf Ersuchen der Zollverwaltung der anderen Partei, soweit ihr dies möglich ist, in ihrem Zuständigkeitsbereich besonders sorgfältig

- a) die Land-, Wasser- und Luftfahrzeuge, bei denen der Verdacht besteht, dass sie zu Zuwiderhandlungen gegen die Zollgesetze der anderen Partei benutzt werden;
- b) den verdächtigen Verkehr bestimmter Waren, die die ersuchende Partei als Gegenstand eines umfangreichen, mit ihr als Bestimmungsland betriebenen Schleichhandels bezeichnet;
- c) die Orte, an denen ungewöhnliche Warenlager eingerichtet werden, die vermuten lassen, dass diese Lager dem Zwecke eines Warenverkehrs dienen, der gegen die Zollgesetze der anderen Partei verstösst;
- d) die Personen, von denen bekannt ist oder bei denen der Verdacht besteht, dass sie Zuwiderhandlungen gegen die Zollgesetze der anderen Partei begehen.

ARTIKEL 6

Erteilung von Bescheinigungen

Die Zollverwaltungen der Parteien erteilen sich gegenseitig auf Ersuchen jede Bescheinigung, durch die bestätigt wird, dass bestimmte Waren, die aus dem Hoheitsgebiet einer Partei ausgeführt werden, ordnungsgemäss in das Hoheitsgebiet der anderen Partei eingeführt worden sind, und in der gegebenenfalls das Zollverfahren angegeben wird, zu dem die Waren abgefertigt wurden.

ARTIKEL 7

Erteilung von Auskünften

(1) Die Zollverwaltungen der Parteien erteilen sich gegenseitig auf Ersuchen durch Übersenden von Berichten, Niederschriften oder beglaubigten Kopien von Schriftstücken alle ihnen zur Verfügung stehenden Auskünfte über festgestellte oder geplante Handlungen; die gegen die Zollgesetze der anderen Partei verstossen oder zu verstossen scheinen.

(2) In schwerwiegenden Fällen, in denen die Gefahr einer erheblichen Schädigung der Wirtschaft, der Volksgesundheit, der öffentlichen Sicherheit oder sonstiger wesentlicher Interessen der anderen Partei besteht, werden Auskünfte unaufgefordert erteilt.

ARTIKEL 8

Weitergehende Unterstützung

Die Zollverwaltungen der Parteien teilen einander zur Verhinderung, Ermittlung und Verfolgung des Schmuggels von

Drogen und Rauschmitteln, soweit wie möglich auch unaufgefordert, alle Wahrnehmungen mit,

1. wenn bei Staatsangehörigen der anderen Partei oder Personen, die im Hoheitsgebiet der anderen Partei wohnen, der Verdacht besteht, dass sie an geplanten oder begangenen Handlungen beteiligt sind, die gegen die im Hoheitsgebiet einer der Parteien zur Verhinderung, Ermittlung und Verfolgung des Handels mit Drogen und Rauschmitteln geltenden Rechtsvorschriften verstossen;
2. wenn bei anderen als den in Nummer 1 genannten Personen der Verdacht besteht, dass sie an geplanten oder begangenen Handlungen beteiligt sind, die gegen die im Hoheitsgebiet der anderen Partei zur Verhinderung, Ermittlung und Verfolgung des Handels mit Drogen und Rauschmitteln geltenden Rechtsvorschriften verstossen;
3. wenn der Verdacht besteht, dass in der anderen Partei zugelassene Land-, Wasser- und Luftfahrzeuge zu geplanten oder begangenen Handlungen benutzt werden, die gegen die im Hoheitsgebiet einer der Parteien zur Verhinderung, Ermittlung und Verfolgung des Handels mit Drogen und Rauschmitteln geltenden Rechtsvorschriften verstossen;
4. wenn der Verdacht besteht, dass andere als die in Nummer 3 bezeichneten Fahrzeuge zu geplanten oder begangenen Handlungen benutzt werden, die gegen die im Hoheitsgebiet der anderen Partei zur Verhinderung, Ermittlung und Verfolgung des Handels mit Drogen und Rauschmitteln geltenden Vorschriften verstossen.

ARTIKEL 9

Ermittlungen

(1) Auf Ersuchen der Zollverwaltung einer Partei führt die Zollverwaltung der anderen Partei in Verfahren nach Artikel 2 Absatz 2 Überprüfungen, Feststellungen und amtliche Ermittlungen durch.

(2) Das Ergebnis der Überprüfungen, Feststellungen oder Ermittlungen wird der ersuchenden Zollverwaltung mitgeteilt.

ARTIKEL 10

Pflicht zur Geheimhaltung

Anfragen, Auskünfte, Anzeigen und Gutachten sowie sonstige Mitteilungen, die nach diesem Vertrag einer Partei zugehen, sind nach deren Rechtsvorschriften und nach Massgabe der von der anderen Partei auferlegten Bedingungen geheim zu halten, soweit diese den Rechtsvorschriften der Partei, der diese Auskünfte zugehen, nicht entgegenstehen.

ARTIKEL 11

Form und Inhalt der Unterstützungsersuchen

(1) Ersuchen nach diesem Vertrag sind schriftlich zu stellen. Die zu ihrer Durchführung erforderlichen Schriftstücke einschliesslich etwaiger ihnen zugrunde liegender Verfügungen oder Entscheidungen der zuständigen Behörden sind in Urschrift, Abschrift, Ausfertigung, beglaubigter Ablichtung oder beglaubigter Abschrift beizufügen.

(2) Ersuchen nach Absatz 1 haben folgende Angaben zu enthalten:

- a) die Behörde, von der das Ersuchen ausgeht,
- b) die Art des Verfahrens,
- c) den Gegenstand und den Grund des Ersuchens,
- d) Namen und Anschrift der am Verfahren Beteiligten,
- e) eine kurze Sachverhaltsdarstellung mit rechtlicher Würdigung.

ARTIKEL 12

Geschäftsweg und Zuständigkeit

(1) Der Schriftverkehr findet unmittelbar zwischen den Zollverwaltungen statt. Der Commissioner of Customs, United States Customs Service, der Vereinigten Staaten von Amerika und der Leiter der Zollabteilung im Bundesministerium der Finanzen der Bundesrepublik Deutschland bestimmen die erforderlichen Einzelheiten. Gehen Auskünfte ein, für die nicht die Zollverwaltung, sondern eine andere Behörde einer Partei zuständig ist, so werden die Auskünfte unverzüglich nach dem innerstaatlichen Verfahren dieser Partei an die zuständige Behörde weitergeleitet.

(2) Ist die Zollverwaltung der ersuchten Partei für die Erledigung des Ersuchens nicht zuständig, so hat sie das Ersuchen an die zuständige Behörde weiterzuleiten und davon die ersuchende Behörde zu benachrichtigen.

ARTIKEL 13

Erledigung der Ersuchen

(1) Bei der Erledigung der Ersuchen ist das Recht der ersuchten Partei anzuwenden; die ersuchte Behörde hat die zur Durchführung der Ersuchen erforderlichen behördlichen oder gerichtlichen Massnahmen herbeizuführen. Dem Antrag der ersuchenden Partei, in bestimmter Weise zu verfahren oder die Anwesenheit ihres Vertreters bei der vorzunehmenden Handlung zu gestatten, kann stattgegeben werden, sofern das Recht der ersuchten Partei dies nicht verbietet.

(2) Die ersuchende Partei ist auf ihr Verlangen von der Zeit und dem Ort der auf das Ersuchen vorzunehmenden Handlung zu benachrichtigen.

(3) Soweit dem Ersuchen nicht voll entsprochen werden kann, ist die ersuchende Partei hiervon unter Angabe der Gründe und

der sonst bekanntgewordenen Umstände, die für die Weiterführung der Sache von Bedeutung sein könnten, unverzüglich zu benachrichtigen.

ARTIKEL 14

Akten, andere Gegenstände und Zeugen

(1) Die Übersendung von Akten und sonstigen Schriftstücken in Urschrift soll nur verlangt werden, wenn die Übersendung von Abschriften (Ablichtungen) nicht ausreicht.

(2) Übersandte Akten, Schriftstücke in Urschrift und andere Gegenstände sind der ersuchten Behörde sobald wie möglich zurückzugeben; daran bestehende Rechte der ersuchten Partei oder Dritter bleiben unberührt.

(3) Auf Ersuchen der zuständigen Behörden einer Partei nach diesem Vertrag werden Zoll- und sonstige Verwaltungsbedienstete der anderen Partei ermächtigt, in Zivil- oder Strafverfahren vor den Gerichten der ersuchenden Partei als Zeugen zu erscheinen und verfügbare Akten und Unterlagen oder gehörig beglaubigte Kopien dieser Akten und Unterlagen vorzulegen, die für das Verfahren für wesentlich erachtet werden. Die ersuchte Partei ergreift alle geeigneten Massnahmen, um sicherzustellen, dass die genannten Bediensteten erscheinen.

(4) Die Zustellung eines Schriftstückes wird auf Verlangen der empfangenden Partei durch eine mit der Angabe des Zustellungs-tages versehene Empfangsbestätigung des Empfängers oder durch eine Bescheinigung der ersuchten Behörde über die Form und die Zeit der Zustellung nachgewiesen.

ARTIKEL 15

Kosten

(1) Die folgenden Aufwendungen, die der ersuchten Partei bei der Erledigung eines Ersuchens nach diesem Vertrag entstehen,

werden auf Verlangen von der ersuchenden Partei gezahlt oder erstattet: Gelder für Zeugen, Gebühren für Sachverständige sowie Entschädigungen für Dolmetscher, die nicht im Staatsdienst stehen.

(2) Für alle sonstigen Aufwendungen verlangt die ersuchte Partei keine Erstattung.

ARTIKEL 16

Übersendung von Bescheiden und Entscheidungen

Auf Ersuchen der Zollverwaltung einer Partei entspricht die Zollverwaltung der anderen Partei oder veranlasst ihre zuständigen Behörden, begründeten Ersuchen um Übersendung bekanntgegebener Bescheide oder Entscheidungen ihrer Verwaltungsbehörden zu entsprechen, die die Anwendung der Zollgesetze betreffen. Sie übersendet ferner nicht bekanntgegebene Bescheide oder Entscheidungen, soweit sie im Rahmen dieses Vertrages überlassen werden können.

ARTIKEL 17

Durchführung des Vertrages

Der Commissioner of Customs, United States Customs Service der Vereinigten Staaten von Amerika und der Leiter der Zollabteilung im Bundesministerium der Finanzen der Bundesrepublik Deutschland können bei der Behandlung von Fragen, die sich aus diesem Vertrag ergeben, unmittelbar miteinander verkehren und erlassen die zur Anwendung dieses Vertrages erforderlichen Durchführungsbestimmungen im gegenseitigen Einvernehmen. Sie werden sich bemühen, Schwierigkeiten oder Zweifel, die bei der Auslegung oder Anwendung des Vertrages auftreten, im gegenseitigen Einvernehmen zu lösen.

ARTIKEL 18

Räumlicher Geltungsbereich

Dieser Vertrag gilt auch

- a) für die Jungfern-Inseln der Vereinigten Staaten von Amerika und
- b) für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Vertrages eine gegenseitige Erklärung abgibt.

ARTIKEL 19

Inkrafttreten und Kündigung

- (1) Dieser Vertrag tritt einen Monat nach dem Tag in Kraft, an dem die Regierungen sich gegenseitig durch diplomatischen Notenwechsel mitgeteilt haben, dass alle innerstaatlichen Voraussetzungen für das Inkrafttreten des Vertrages erfüllt sind.
- (2) Dieser Vertrag bleibt in Kraft, bis er unter Einhaltung einer Frist von sechs Monaten schriftlich durch eine der Parteien gekündigt wird.

GESCHENKEN zu Washington am 23. August 1973, in zwei
Urschriften, jede in englischer und deutscher Sprache, wobei jeder
Wortlaut gleichermaßen verbindlich ist.

FÜR DIE VEREINIGTEN STAATEN VON AMERIKA:

William C. Wiegand
James D. Davis

FÜR DIE BUNDESREPUBLIK DEUTSCHLAND:

Hans R. Horbe.

Hans R. Horbe.

POLISH PEOPLE'S REPUBLIC
Fisheries in the Western Region of the Middle
Atlantic Ocean

*Agreement signed at Washington May 29, 1975;
Entered into force July 1, 1975.*

With exchange of notes

*Signed at Washington May 29, 1975;
Entered into force May 29, 1975.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
REGARDING FISHERIES IN THE WESTERN REGION OF
THE MIDDLE ATLANTIC OCEAN

The Government of the United States of America and the
Government of the Polish People's Republic, continuing to recognize
the necessity of conducting fisheries on a rational basis with due
regard for the status of stocks of fish and in accordance with the
results of scientific research, and taking into account the need for
widening and coordinating scientific research in the field of fisheries
and for the mutual exchange of the results of such research,

Have agreed on the following provisions as an extension and
amendment of the Agreement signed on June 2, 1973 [1] at Warsaw:

¹ TIAS 7659; 24 UST 1519.

Article 1

1. The Government of the United States of America and the Government of the Polish People's Republic consider it desirable to expand research pertaining to the species of fish of interest to both Parties. Such research will be conducted according to national programs as well as mutually agreed research programs.

2. The competent agencies of both Governments shall ensure the following:

- a. An exchange of scientific and statistical data, publications and the results of fishery research concerning the area covered by this Agreement;
- b. To the extent possible, meetings of scientists of both countries as well as the participation of the scientists of one country in fishery research conducted by vessels of the other country;
- c. A cooperative program through which the fisheries specialists of one country shall be placed aboard fishing vessels of the other country for the purpose of obtaining biostatistical data from catches obtained by using various fishing methods;
- d. The collection, in like manner as data is collected for the International Commission for the Northwest Atlantic Fisheries (ICNAF), of biostatistical data on the total catch (including by-catch) of all species by 30 minute square graticules, by vessel class, on a haul-by-haul basis, for fisheries covered by this Agreement, and the exchange of such data at the regular meetings of representatives of the fisheries

authorities of the two countries provided for in Article 8 of this Agreement.

3. Each Government shall take the appropriate steps to assure cooperation among appropriate institutions in the field of fishery research.

Article 2

1. Each Government will take appropriate measures for the purpose of maintaining the fish stocks. For this reason, each Government shall ensure that its citizens and vessels will:

a. Refrain from fishing during the period from January 1 through April 30 in the area bounded by straight lines connecting the following coordinates:

<u>North Latitude</u>	<u>West Longitude</u>
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

Provided, however, that in this area fishing with pelagic (mid-water) gear will be permitted south of 37°50' North Latitude.

b. Refrain from conducting specialized fisheries in all instances for scup, flounders, red hake, silver hake, menhaden, black sea bass, river herring, and bluefish in the waters situated west and south of Sub-area 5 of the area of the International Convention for the Northwest Atlantic Fisheries, signed at Washington on February 8, 1949, [¹] and north of the parallel of 34° North Latitude except for menhaden where the southern boundary shall be 30° North Latitude;

c. Limit, in the area specified in sub-paragraph b. of this paragraph, their incidental catch of scup, flounders, red hake, silver hake, menhaden, black sea bass, and bluefish to a maximum total of one thousand two hundred metric tons per annum, provided that no more than one-third of such incidental catch shall be of any one of the species mentioned above. Incidental catch is that catch taken unintentionally when conducting specialized fisheries for other species.

2. Polish fishing vessels shall refrain from conducting specialized fisheries for yellowtail flounder and red hake off southern New England, bearing in mind the conservation regulations in effect pursuant to the International Convention for the Northwest Atlantic Fisheries.

3. The provisions of paragraph 1 of this Article shall not apply to vessels under 110 feet in length and to vessels fishing for crustacea or molluscs other than squid.

Article 3

Polish fishing vessels shall:

¹ TIAS 2089; 1 UST 477.

1. Refrain from fishing during the period from February 1 through March 31 in the area adjacent to the United States coast south of 37°30' North Latitude, north of 35°00' North Latitude, and west of a line connecting the following coordinates:

<u>North Latitude</u>	<u>West Longitude</u>
37°30'	74°38'
37°10'	74°48'
35°00'	74°48'

2. In the waters situated west and south of Sub-area 5 of the area of the International Convention for the Northwest Atlantic Fisheries, and north of the parallel of 30° North Latitude:

a. Limit their incidental catch of river herring

(Alosa aestivalis and a. pseudoharengus)

(1) to a maximum total of 100 metric tons for all vessels per annum, and

(2) to a maximum limit per fishing vessel of 10,000 Kg. or two percent of the fishing vessel fish hold capacity, whichever is greater.

b. (1) In the event that the maximum limit in subparagraph a.(1) above for all vessels per annum is reached, all Polish fishing operations shall cease for the remainder of the year in the area adjacent to the United States coast south of 39° North Latitude, north of 35° North Latitude and west of a line connecting the following coordinates:

<u>North Latitude</u>	<u>West Longitude</u>
35°00'	74°48'

<u>North Latitude</u>	<u>West Longitude</u>
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°00'	73°11'

(2) Any individual vessel reaching the designated limit in subparagraph a.(2) above shall immediately cease operations in the area designated in subparagraph b.(1) above for the remainder of the year.

c. Avoid concentrations of river herring and, when a concentration of river herring is encountered in the course of fishing operations, take immediate steps to avoid concentrations in future tows.

When any incidental catch of river herring exceeds 15% by weight of any single trawl catch, the vessel taking such incidental catch and all vessels in a radius of 10 miles shall, before resetting their nets, move immediately to another area which shall be no less than 10 miles distant from the location where such catch was taken.

Article 4

Recognizing that some incidental catch of living resources of the continental shelf is unavoidable in directed fisheries for other species when fishing with fishing gear operated in contact with the bottom, the Government of the Polish People's Republic, in order to protect and conserve the living resources of the United States continental shelf, agrees to take appropriate measures to:

1. Ensure that its nationals and vessels:

a. Refrain from engaging in a directed fishery for any species of living resources of the United States continental shelf on or under the seabed or in waters above the continental shelf of the United States. A list setting forth the living resources of the United States continental shelf shall be provided to the Government of the Polish People's Republic by the Government of the United States of America. Such list may be amended if necessary during the period of force of the Agreement;

b. When engaged in fishing or in fishing support activities in waters over the continental shelf of the United States, refrain from having on board any living resources of the continental shelf taken on the continental shelf of another country;

c. Avoid concentrations of living resources of the continental shelf and, when a concentration of such resources is encountered in the course of their fishing operations, take immediate steps to avoid the concentration in future tows;

d. When any incidental catch of continental shelf living resources is taken, immediately return those resources to the sea with a minimum of injury. The amount, species, position, dates, type of gear, time gear on bottom, and disposition of such incidental catch will be promptly recorded in the vessel's fishing log book;

e. Allow and assist the boarding and inspection of their vessels using fishing gear being towed in contact with the bottom by enforcement officers of the United States for the purpose of ascertaining compliance with this Agreement;

2. Reduce the use by its nationals and vessels of fishing gear operated in contact with the bottom in fisheries off the coast of the United States, and ensure the substitution of such gear with gear which does not generally come into contact with the bottom in normal use;

3. Collect, in the same manner as catch data is collected for the International Commission for the Northwest Atlantic Fisheries, the data on the incidental catch and disposition of the living resources of the continental shelf of the United States by its nationals and vessels, and exchange such information with the Director of the Northeast Region of the United States National Marine Fisheries Service during the meetings provided for in Article 8 of this Agreement.

Article 5

Both Governments will take appropriate measures to assure that their citizens and vessels will, in the waters covered by this Agreement, conduct their fishing with due regard for the conservation of the stocks of fish.

Article 6

1. Polish fishing vessels may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America in the areas bounded by straight lines connecting the following coordinates:

a. during the period from November 15 to May 15

<u>North Latitude</u>	<u>West Longitude</u>
40°40'55"	72°40'00"
40°42'02"	72°36'16"
40°35'34"	72°36'16"
40°34'31"	72°40'00"

b. during the period from September 15 to May 15

<u>North Latitude</u>	<u>West Longitude</u>
39°09'00"	74°32'00"
39°11'30"	74°30'00"
39°08'00"	74°24'00"
39°05'30"	74°26'00"

c. during the period from September 15 to May 15

<u>North Latitude</u>	<u>West Longitude</u>
37°26'30"	75°32'00"
37°29'30"	75°30'30"
37°27'30"	75°23'30"
37°24'30"	75°25'00"

2. Polish fishing vessels may conduct such loading operations with other Polish vessels and vessels of other States with which the United States maintains diplomatic relations, provided that the latter vessels are under charter or contract to a Polish fishing company for such loading operations.

3. Polish support vessels shall notify the Coast Guard Communication Stations Boston [call sign NMF] or Portsmouth [call sign NMN] before conducting loading operations in the areas provided for in this Article. Similar notification shall be given before a vessel chartered by or under contract to a Polish fishing company enters

a loading area to conduct loading operations with Polish fishing or fisheries support vessels.

Article 7

1. Each Government shall, within the scope of its domestic laws and regulations, facilitate entry into appropriate ports for fishing vessels, fishing research vessels, and fishery support vessels.

2. The Government of the United States of America will permit the entry of Polish fishing and fishery support vessels into each of the Ports of Baltimore, Boston, Camden, Philadelphia, and New York. In addition, special provisions shall be made as necessary regarding the entry of Polish research vessels which are engaged in a mutually agreed research program in accordance with the terms of Article 1 of this Agreement.

3. Entry into the Ports of Baltimore, Boston, Camden, Philadelphia, and New York, as indicated in paragraph 2 above, shall be permitted subject to four days advance notice of the planned entry to the appropriate authority.

4. The Government of the United States at its Embassy in Warsaw will accept crew lists in application for visas valid for a period of six months for multiple entries into United States ports pursuant to paragraph 2 above. Such a crew list shall be submitted at least fourteen days prior to the first entry of a fishing vessel, and at least seven days prior to the first entry of a fisheries support vessel, into a port of the United States. Submission of an amended (supplemental) crew list subsequent to departure of a

vessel from Polish ports will also be subject to the provisions of this paragraph, provided that visas issued thereunder shall only be valid for six months from the date of issuance of the original crew list visa. Notification of entry under paragraph 3 above shall specify if shore leave is requested under such a multiple entry visa.

5. Entry of all vessels into the ports referred to in paragraph 2 above may be to replenish ships' stores of fresh water, obtain bunkers, provide rest for personnel of such vessels, and obtain minor repairs and other services normally provided in such ports, all in accordance with applicable rules and regulations.

6. Subject to the provisions of this Agreement, it is understood that the entry of Polish vessels into any United States port is subject to the applicable laws and regulations of the United States.

7. In cases where a Polish seaman is evacuated from his vessel to the United States for the purpose of emergency medical treatment, the Polish authorities will ensure that the seaman departs from the United States within fourteen days after his release from the hospital. During the period that the seaman is in the United States, a representative of the Polish side will be responsible for him.

8. The exchange of Polish vessel crews in the Port of New York shall be permitted subject to:

a. Submission to the United States Embassy in Warsaw of applications for individual transit visas and crewman visas for replacement crewmen. Applications shall be submitted 14 days in advance of the date of the arrival of the crewmen in the United States and shall indicate the names, dates and places of birth, the purpose of the visit, the vessel to which

assigned, and the modes and dates of arrival of all replacement crewmen. Individual passports or seaman's documents shall accompany each application. Subject to United States laws and regulations, the United States Embassy will affix transit and crewman visas to each passport or seaman's document before it is returned; and

b. In addition to the requirements of paragraphs 3 and 4 of this Article, submission to the Department of State 14 days in advance of arrival of the name of the vessel and date of its expected arrival, a list of names, dates and places of birth for those crewmen to be paroled into the United States for repatriation to Poland and the dates and manners of their departure from the United States.

Each Polish vessel operating within the area of the Agreement shall be permitted to exchange its entire crew once each twelve-month period that the Agreement remains in effect.

9. Each of the above provisions in this Article may be modified by mutual consent at any time.

Article 8

1. Both Governments consider it useful to arrange:

a. Regular visits of representatives of the fisheries authorities of the two countries to exchange information and discuss actual or potential problems concerning the fishing grounds, questions relating to the operations of the fishing fleets, and questions arising out of the application of the provisions of this Agreement; such visits shall take place at

least every three months on appropriate vessels of each side or at another mutually agreed location;

b. Mutual visits of representatives of fishermen's organizations of the two countries on vessels operating in the Western areas of the Middle Atlantic or at another mutually agreed location.

2. Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits shall be arranged between the Regional Director of the National Marine Fisheries Service in Gloucester, Massachusetts, and the chiefs of the fishing fleets of the Deep Sea Fisheries and Fishery Services Enterprise "DALMOR" in Gdynia, "ODRA" in Swinoujscie, or "GRYF" in Szczecin, as appropriate. The Regional Director of the National Marine Fisheries Service shall make arrangements for these visits in the first and third calendar quarters, and the chiefs of the Polish fishing fleets shall make such arrangements in the second and fourth calendar quarters of each year. The communications necessary to initiate the arrangements for these meetings will be made in the first month of each quarter. Each side will inform the other side, at least two weeks before the visit, of subjects it wishes discussed. Additional meetings may be requested by either party as may be necessary.

3. To facilitate communications for the purposes of this Agreement, each side shall keep the other advised of the name and radio address of the appropriate officials available in the Agreement area.

TIAS 8099

Article 9

1. The Government of the United States of America and the Government of the Polish People's Republic will take steps to minimize the possibility of conflict between gear anchored in the sea and mobile fishing gear and to investigate conflicts when they are reported. This will include:

a. For the American side, with respect to fixed fishing gear, development and use of improved marking and deployment practices, and timely notification of known locations of fixed fishing gear by transmission of daily radio messages to the Polish fleet.

b. For the Polish side:

(1) Notice to American authorities of areas of concentration of the Polish fishing fleet in the vicinity of locations of fixed gear. This notification shall be accomplished in the form of a daily response to the fixed gear notification by American authorities and shall include current locations of the Polish fleet as well as inspection vessels.

(2) Acknowledgment of receipt of the daily fixed fishing gear notifications described in subparagraph a. above.

(3) Additional precautionary measures by Polish vessels to avoid fishing operations that could damage the fixed gear set by United States fishermen engaged in a specialized fishery for the living resources of the continental shelf, including the requirement that Polish

vessels at all times remain a reasonable distance away from fixed gear areas in order to prevent damage to fixed gear and interference with the setting or hauling of such gear.

c. For both sides:

(1) If a vessel is operating near a fixed gear area in such a manner as to indicate to competent authorities of either country that a conflict is likely to occur, the above mentioned authorities shall, with a view to facilitating flag State corrective action, take prompt steps to prevent the potential conflict. This will include, where possible, communicating information and warnings concerning the potential danger to the vessels involved and to any inspector of the other Government known to be in the vicinity or a designated authority of the other Government. Upon receiving such communications, the authorities shall promptly take appropriate action to attempt to avoid the occurrence of a conflict. The vessels involved should also communicate directly using the customary international radio communication procedures.

(2) When a conflict has occurred, either side shall immediately notify the appropriate authorities of the other side. Both sides shall insure that prompt and thorough investigations are made by appropriate inspectors for their own side. These investigations should be made on the site of the incident when possible. On a voluntary basis, the investigation may be conducted jointly by

inspectors of both sides. The invitation to the inspector of the other side will be extended by the inspector of the flag State upon the request of the master in charge of the fishing vessel involved in the conflict. The results of these investigations shall be provided to the U.S.-Polish Fisheries Board for use in case of a claim arising out of the conflict.

d. The detailed provisions and procedures of Annex II shall be followed to the extent possible in implementing the provisions of this Article.

Article 10

Both Governments agree to the establishment of the U.S.-Polish Fisheries Board set out in Annex I which forms an integral part of this Agreement.

Article 11

The Scheme of Joint International Enforcement in effect under the International Convention for the Northwest Atlantic Fisheries shall apply on a voluntary basis for the enforcement of the provisions of this Agreement, except where enforcement is otherwise provided for in the Agreement. Nothing in this paragraph is intended to modify the mandatory application of the Scheme of Joint International Enforcement under the International Convention for the Northwest Atlantic Fisheries to conservation regulations under that Convention, or to the system of enforcement applicable to the nine-mile fishing zone contiguous to the territorial sea of the United States of America.

Article 12

Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to the principle of freedom of fishing on the high seas.

Article 13

The present Agreement shall enter into force on July 1, 1975 and shall remain in force for a period of one year, and if both parties so agree at that time it may remain in force thereafter for an additional period of one year. At the request of either Government, representatives of the two Governments will meet at a mutually convenient time at any time during the period of force of the Agreement with a view to modifying the present Agreement or Annexes thereto. In any event, representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement to review its operation and to decide on future arrangements. Notwithstanding the above, at any time either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate two months from the date on the communication. As soon as possible after receipt of such communication, representatives of the two governments will meet to discuss possible future arrangements. An Annex may be terminated in the same manner during the life of the Agreement without prejudice to the operation of the Agreement. In the situation covered by the Exchange of Notes of May 29, 1975, [¹] Annex I shall be terminated in accordance with that Exchange of Notes.

¹ For text, see p. 1175.

IN WITNESS WHEREOF the undersigned, being duly authorized for this purpose, have signed this Agreement.

Done in Washington, May 29, 1975, in duplicate, in English and Polish, both texts being equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



[¹]

A handwritten signature in black ink, appearing to read "William L. Sullivan".

FOR THE GOVERNMENT OF THE
POLISH PEOPLE'S REPUBLIC:



[²]

A handwritten signature in black ink, appearing to read "Romuald Pietraszek".

¹ William L. Sullivan, Jr.

² Romuald Pietraszek

ANNEX I

Establishment of a
U.S.-Polish Fisheries Board

Section I

Establishment of the Board

1. There is hereby established a U.S.-Polish Fisheries Board (hereinafter called the Board).
2. The Board shall consist of four members, two appointed by the Government of the United States of America and two appointed by the Government of the Polish People's Republic. At least one of the two members appointed by each Government shall have knowledge of the general principles of international law, particularly those relating to fisheries matters. Each Government-appointed member shall serve at the pleasure of the appointing Government. It is the responsibility of each Government to maintain its full complement of members.
3. Each Government may appoint one non-voting technical adviser to the Board for each matter heard.
4. All decisions of the Board shall be undertaken unanimously by those members present and voting, so long as at least one member appointed by each Government is present.
5. The Board shall normally sit in New York, New York. Insofar as is necessary considering the location of the parties and the availability of evidence, the Board may sit elsewhere.
6. English and Polish shall be the official working languages of the Board. The Governments shall assist the Board in arranging for necessary translations and interpretations.

7. As used in this Annex, the term "national" refers to any vessel or person, natural or juridical, including but not limited to a governmental entity.

Section II

Conciliation Functions

1. The Board shall consider claims advanced by a national of either State against a national of the other State regarding financial loss resulting from damage to or loss of the national's fishing vessel or fishing gear.

2. No claim may be brought more than six months after the occurrence of the relevant incident, unless the Board decides unanimously to make an exception for a specific incident occurring during the six weeks prior to the entry into force of the Agreement.

Section III

Conciliation Procedures

1. The Board shall establish its procedures in accordance with this Annex.

2. A claim, as referred to in Section II above, shall be brought before the Board by a written request. The request shall be in the form of a sworn statement which shall include, inter alia, a detailed account of the incident from which the claim arises, the identity of all persons and vessels involved, the remedy sought (damages claimed), and a list of potential witnesses knowledgeable about the incident. All appropriate documentary evidence supporting the claim shall be forwarded with the claim to the Board.

3. Upon receipt of a claim, the Board shall, as soon as practicable, commence an inquiry into the incident, and inform both Governments. Each Government shall immediately notify any of its nationals against whom a claim is made. Its nationals may in turn file with the Board a sworn statement responding to the claim. The response may contain a counterclaim insofar as the counterclaim arises from the same incident upon which the claim is based. A counterclaim shall be in the same form and contain the same information as a claim. The Board may join claims that arise from the same incident, without prejudice to the right of each party to present evidence with or without counsel.

4. The Board may request further information and documents from the parties to the dispute or from appropriate governmental agencies. All statements, reports, or other documents presented to the Board shall be duly sworn and attested as to their authenticity, insofar as reasonably possible. Official Government reports and documents need not be so authenticated.

5. If either the claimant or the respondent requests a hearing, or if the Board deems it desirable to hold a hearing, the Board shall convene a hearing regarding the incident. The claimant and respondent may appear at the hearing, personally or through a representative, with or without counsel, and may present witnesses. The Board may invite as a witness any person, organization, corporation, or other entity which has a direct interest in or knowledge of the matter. The claimant and respondent shall be permitted to question all persons testifying at the hearing, provided that no person shall be required to respond to any question.

6. The Governments will facilitate the work of the Board.

Section IV

Conciliation Report

1. The Board shall prepare a report containing its findings as to:
 - (a) the facts giving rise to the claim;
 - (b) the extent of damage or loss;
 - (c) the degree of respondent's or claimant's responsibility, if any; and
 - (d) the amount, if any, which should be paid by respondent or claimant as compensation for losses arising from the incident.
2. If the Board does not unanimously adopt the findings, this shall be stated in the report, and the report shall contain separate statements of each Board member's opinion.
3. The Board shall transmit its report to the claimant, to the respondent, and to each of the two Governments no later than sixty days after the completion of the procedures under Section III.
4. Within thirty days after receipt of the Board's report, either the claimant or the respondent may request in writing that the Board reconsider its report. The request shall set forth the reasons for the request and material substantiating the request. The Board may decide to reconsider its report and, if it deems appropriate, receive new evidence or convene a rehearing, or both. Section III procedures will be applicable to the reconsideration.
5. The two Governments undertake to encourage settlement of claims in accordance with the findings of the Board.

6. Within sixty days of receipt of the Board's report each Government shall report to the Board in writing the actions taken by its nationals pursuant to the Board's findings.

7. If one of the parties to a conciliation proceeding refuses to settle in accordance with the findings of the Board, the Board shall encourage the parties to submit their dispute to binding arbitration.

8. The Board's report and the report of each Government shall be published in the form agreed by the Board.

Section V

Use of the Board

The two Governments shall encourage their nationals to use in the first instance the Board to settle claims resulting from damage to or loss of fishing gear and vessels. The Governments shall give information about the Board to interested persons.

Section VI

Application of Fisheries Agreements

1. At the request of either Government, the Board shall consider questions arising out of the application of the provisions of a bilateral fisheries agreement in force between the two Governments or claims by either Government that vessels flying the flag of the other Government have violated any such provision.

2. Upon receiving from one Government written notice of a question or claim, including details of the incident and the identity of the persons or vessels involved, the Board shall immediately notify the other Government and commence an inquiry into the matter.

The Board shall consider such information and documents as the Governments may submit, and may make such requests in this regard as may be necessary. At the request of either Government, the Board shall convene a hearing, at which both Governments shall be represented.

3. Both Governments undertake to facilitate the Board's consideration and investigation of questions and claims.

4. On the basis of its consideration and investigation of the question or claim, the Board shall prepare a report containing its findings as to:

- (a) the facts giving rise to the question or claim;
- (b) the nature and extent of the violation, if any; and
- (c) if appropriate, recommended procedures for avoiding difficulties or violations in the future.

5. If the Board does not unanimously adopt the report, the report shall include one or more statements by the dissenting members.

6. The two Governments will give good faith consideration to the reports of the Board in determining whether remedial action is appropriate and shall report in writing to the Board within three months after the Board's report regarding action taken to implement the findings. In the event either receiving Government is unable to comply with one or more of the Board's recommendations, it shall inform the Board and the other Government of the reasons therefor in its report.

7. The Board may join proceedings under this Section with proceedings under Section III, if the claims and questions arise out of the same incident, without prejudice to the right of each party or Government to present evidence and arguments with or without counsel.

8. The Board's report and the report of each Government shall be published in the form agreed by the Board.

Section VII

Applicable Law

In all proceedings under this Annex the Board shall apply:

- (a) international conventions, whether general or particular, establishing rules expressly recognized by the two Governments, including bilateral and multilateral agreements between the two Governments dealing with fisheries and maritime matters generally;
- (b) international custom, as evidence of a general practice accepted as law;
- (c) the general principles of law recognized by nations;
- (d) judicial decisions and the teachings of the most highly qualified publicists of the various nations, as subsidiary means for the determination of rules of law.

Section VIII

Other Remedies

1. Nothing in this Annex shall preempt, prejudice, or in any other way affect judicial proceedings, or the right to institute such proceedings, or in any way prejudice or affect the substantive or procedural rights of any person, whether or not such person appears before or participates in the proceedings of the Board.

2. No claim shall be brought the substance of which has been or is being adjudicated or arbitrated between the parties. The Board may refuse to consider a claim on the grounds that it should be joined to

an existing judicial proceeding involving substantially the same issues and in which the law applicable to such judicial proceeding appears to permit such joinder.

3. The Board shall immediately suspend conciliation proceedings regarding a claim in respect to which judicial proceedings are instituted, unless the court before which the proceedings are pending determines, in the exercise of its lawful authority, that the parties may continue to proceed before the Board.

4. The Board shall immediately terminate conciliation proceedings regarding a claim in respect to which there is a binding agreement to arbitrate.

Section IX

Funding

Each Government shall pay all expenses, including compensation, of the members it appoints to the Board and of any technical advisers it appoints. The two Governments will share equally all the administrative and operational costs of the Board. Such costs do not include expenses related to the presentation or production of evidence or the appearance of witnesses.

ANNEX II

Measures to Prevent Fishing Conflict in the
Waters Off the Coast of the United States

1. a. This Annex applies to the waters off the east coast of North America.
 - b. For purposes of this Annex,
"fishing vessel" means any vessel engaged in the business of catching fish;
"vessel" means any fishing vessel and any vessel engaged in the business of processing fish or providing supplies or services to fishing vessels.
2. a. Fishing vessels shall be registered and marked in order to ensure their proper identification at sea in accordance with the regulations of each Government. The competent authorities of each Government shall inform the competent authorities of the other Government of the system of registration and marking used.
 - b. Each fishing vessel shall carry on board an official document, issued by the competent authority of its country, showing the name, if any, and description of the vessel, its nationality, its registration letter or letters and number, and the name of the owner or of the firm or association to which it belongs.
 - c. Each fishing vessel shall carry a national flag in good condition to be shown at the request of the competent authorities.

d. The nationality of a fishing vessel shall not be concealed in any manner whatsoever.

3. a. Subject to compliance with the International Regulations for Prevention of Collisions at Sea,^[1] all vessels shall conduct their operations so as not to interfere with the operations of fishing vessels, or fishing gear.

b. Vessels arriving on fishing grounds where fishing vessels are already fishing or have set their gear for that purpose shall inform themselves of the position and extent of gear already placed in the sea and shall not place themselves or their fishing gear so as to interfere with or obstruct fishing operations already in progress.

c. No vessel shall anchor or remain on a fishing ground where fishing is in progress if it would interfere with such fishing unless required for the purpose of its own fishing operations or in consequence of accident or other circumstances beyond its control.

d. Except in cases of force majeure no vessel shall dump in the sea any article or substance which may interfere with fishing or obstruct or cause damage to fish, fishing gear or fishing vessels.

e. No vessel shall use or have on board explosives intended for the catching of fish.

f. In order to prevent damage, fishing vessels engaged in trawling and other fishing vessels with gear in motion shall take all practicable steps to avoid nets and lines or other gear which is not being towed.

¹TIAS 5813; 16 UST 794.

g. (1) When nets belonging to different fishing vessels get foul of each other, they shall not be severed without the consent of the parties concerned unless it is impossible to disengage them by other means.

(2) When fishing vessels fishing with lines entangle their lines, the fishing vessel which hauls up the lines shall not sever them unless they cannot be disengaged in any other way, in which case any lines which may be severed shall where possible be immediately joined together again.

(3) Except in cases of salvage and the cases to which the two preceding subparagraphs relate, nets, lines or other gear shall not under any pretext whatever, be cut, hooked, held on to or lifted up except by the fishing vessel to which they belong.

(4) When a vessel fouls or otherwise interferes with gear not belonging to it, it shall take all necessary measures for reducing to a minimum the injury which may result to such gear. The fishing vessel to which the gear belongs shall, at the same time, avoid any action tending to aggravate such damage.

4. With respect to nets, lines and other gear anchored in the sea, fishing vessels shall comply with the rules set out below in this paragraph.

a. Fishing vessels operating gear anchored in the sea shall, when they are present, notify approaching vessels of the position and extent of gear.

b. Fishing vessels using mobile gear shall:

(1) Maintain a continuous visual and radar watch for markers indicating the position and extent of gear anchored in the sea.

(2) Avoid areas where gear is known to be anchored in the sea.

5. The American side will inform the Polish fishing fleet, through the Chief of the Polish fishing fleet, of the known locations of fixed fishing gear on a timely basis by transmitting daily messages by radio in the following manner:

a. The message transmitted on the first day of each month shall be a summary report containing a complete description of the fixed fishing gear located along the entire coast as of that date, without referring to earlier messages, and shall be numbered as follows:

01 01 75 (for 1st January 1975)

01 02 75 (for 1st February 1975) etc.

b. Subsequent daily messages concerning changes occurring in the locations of the fixed gear described in the first message for the current month shall be numbered in the order in which they are transmitted during that month; thus for January 1975:

01 01 75

02 01 75

... . . .

31 01 75

where the first two figures indicate the sequence number of a message during that month. The summary and daily messages shall indicate both the type and location of the fixed fishing gear.

POROZUMIENIE

MIĘDZY RZĄDEM STANÓW ZJEDNOCZONYCH AMERYKI A RZĄDEM
POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ W SPRAWIE RYBOŁÓSTWA
W ZACHODNIEJ CZĘŚCI ŚRODKOWEGO OCEANU ATLANTYCZEGO.

Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej,
uznając nadal za celowe uprawianie rybołówstwa na racjonalnych podstawach
z uwzględnieniem stanu zasobów ryb i zgodnie z rezultatami badań naukowych oraz
biorąc pod uwagę potrzebę rozszerzenia i koordynowania badań naukowych w dziedzi-
nie rybołówstwa jak również wzajemnej wymiany wyników tych badań, zgodziły się
na następujące postanowienia, jako przedłużenie i uzupełnienie Porozumienia,
podписанego w Warszawie w dniu 2 czerwca 1973 roku.

Artykuł 1

1. Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej
uznają za pożądane rozszerzenie badań naukowych dotyczących gatunków ryb
stanowiących przedmiot zainteresowania Umawiających się Stron. Badania te będą
prowadzone zgodnie z własnymi narodowymi programami każdej ze stron jak również
w oparciu o wspólnie uzgodnione programy badań.
2. Właściwe instytucje obu Rządów zapewnią :
 - a. Wymianę danych naukowych i statystycznych oraz publikacji i wyników badań
rybackich, dotyczących obszarów objętych niniejszym Porozumieniem ;
 - b. W miarę możliwości spotkania naukowców obu krajów oraz udział naukowców
jednego kraju w badaniach rybackich prowadzonych przez statki drugiego kraju;
 - c. Program współpracy w ramach którego specjalisi z zakresu rybołówstwa jednego
kraju będą zaokrętowani na statkach rybackich drugiego kraju w celu uzyskania
danych biostatystycznych z połowów przy użyciu różnych metod połowowych ;

d. Zbieranie w podobny sposób jak dla Międzynarodowej Komisji Rybołówstwa Północno-Zachodniego Atlantyku /ICNAF/ - danych biostatystycznych dotyczących ogólnych połówów /włącznie z przyłowem/ wszystkich gatunków z podziałem na kwadraty o boku 30 minut według klas statków, na podstawie wyników uzyskiwanych w kolejnych zaciągach z połówów objętych niniejszym Porozumieniem oraz wymiany tych danych w trakcie regulanych spotkań przedstawicieli instytucji rybackich obu krajów określonych w Artykule 8 niniejszego Porozumienia.

3. Każdy z Rządów podejmie odpowiednie kroki zmierzające do zapewnienia współpracy między właściwymi instytucjami w zakresie badań rybackich.

Artykuł 2

1. Każdy z Rządów podejmie właściwe kroki dla ochrony zasobów rybnych. W tym celu każdy Rząd zapewni, że jego obywatele i statki :

a. Nie będą uprawiały rybołówstwa w okresie od 1 stycznia do 30 kwietnia włącznie, na obszarach ograniczonych liniami prostymi łączącymi następujące współrzędne geograficzne :

<u>Szerokości północnej</u>	<u>Długości zachodniej</u>
40°05'	71°40'
39°50'	71°40'
37°50'	74°00'
37°10'	74°29'
36°30'	74°40'
36°30'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°40'	72°32'

Z zastrzeżeniem, że w tym rejonie na południe od $37^{\circ}50'$ szerokości północnej będzie wolno poławiać sprzętem pelagicznym.

b. Nie będą uprawiały wszelkiego rodzaju wyspecjalizowanych połówów dorady, płastugi, morszczuka, czerwonego miętusa, menhadena, czarnogrzbieta, alozy i tasergala w wodach położonych na zachód i południe od 5 podobszaru Miedzynarodowej Konwencji Rybołówstwa Północno-Zachodniego Atlantyku podpisanej w Waszyngtonie w dniu 8 lutego 1949 roku oraz na północ od 34° szerokości północnej, z wyjątkiem menhadena, dla którego granicą południową będzie 30° szerokości północnej;

c. Nie będą zwiększać na obszarze określonym w punkcie /b/ przyłoru dorady, płastugi, morszczuka, czerwonego miętusa, menhadena, czarnogrzbieta i tasergala ponad ilość tysiąca dwustu ton metrycznych rocznie, przy czym nie więcej niż jedna trzecia tego przyłoru może składać się z jednego z wyżej wymienionych gatunków. Przez przyłów rozumie się tu niezamierzony połów uzyskany w trakcie prowadzenia wyspecjalizowanego rybołówstwa mającego na celu łowieście innych gatunków ryb.

2. Polskie statki rybackie nie będą prowadziły wyspecjalizowanych połówów żółtcicy i miętusa czerwonego na południe od Nowej Anglia, mając na uwadze obowiązujące przepisy ochronne Miedzynarodowej Konwencji Rybołówstwa Północno-Zachodniego Atlantyku.

3. Postanowienia paragrafu 1 niniejszego Artykułu nie dotyczą statków o długości mniejszej niż 110 stóp oraz statków poławiających skorupiaki i mięczaki inne niż kalmary.

Artykuł 3

Polskie statki rybackie :

1. Nie będą uprawiały rybołówstwa w okresie od 1 lutego do 31 marca w obszarze przylegającym do brzegów Stanów Zjednoczonych na południe od $37^{\circ}30'$ szerokości północnej, na północ od $35^{\circ}00'$ szerokości północnej i na zachód od linii łączącej następujące współrzędne :

<u>Szerokości północnej</u>	<u>Długości zachodniej</u>
$37^{\circ}30'$	$74^{\circ}38'$
$37^{\circ}10'$	$74^{\circ}48'$
$35^{\circ}00'$	$74^{\circ}48'$

2. W wodach położonych na zachód i południe od podobszaru 5 obszaru Międzynarodowej Konwencji Rybołówstwa Północno-Zachodniego Atlantyku i na północ od 30° szerokości północnej :

a. Ograniczą przypadkowe połowy ałozy /Alosa aestivalis i Alosa pseudoharengus/

- /1/ do maksymalnej łącznej ilości 100 ton dla wszystkich statków rocznie, i
- /2/ do górnej maksymalnej ilości 10.000 kg na statek rybacki lub do dwóch procent pojemności ładowni statku rybackiego w zależności od tego, która z tych ilości będzie większa.

b. /1/ W przypadku osiągnięcia maksymalnego limitu wymienionego w punkcie a. /1/ powyżej przez wszystkie statki w ciągu roku, całkowicie powstrzymają się od prowadzenia działalności połowowej na pozostałą część roku w obszarze przyległym do wybrzeży Stanów Zjednoczonych na południe od 39° szerokości północnej, na północ od 35° szerokości północnej i na zachód od linii łączącej następujące współrzędne :

<u>Szerokości północnej</u>	<u>Długości zachodniej</u>
35°00'	74°48'
37°10'	74°48'
37°50'	74°25'
38°24'	73°44'
39°00'	73°11'

/2/ Każdy ze statków po osiągnięciu limitu określonego w punkcie a./2/ powyżej powinien natychmiast zaprzestać działalności połowowej w obszarze określonym w punkcie b. /1/ powyżej na pozostałą część roku.

c. Będą unikać koncentracji alozy, a jeśli w trakcie prowadzenia działalności połowowej napotkają na takie koncentracje zostaną podjęte natychmiastowe kroki w celu ich uniknięcia w następnych zaciągach. Jeśli przypadkowy połów alozy przewyższy w którymkolwiek z pojedyńczych zaciągów 15 procent w stosunku wagowym uzyskanego połowa, to statek który dokonał takiego przypadkowego połowa i wszystkie statki w promieniu 10 mil morskich natychmiast przemieszczą się do innego obszaru, który będzie położony w odległości nie mniejszej niż 10 mil od miejsca gdzie taki połów został dokonany - zanim sieci zostaną powtórnie wyrzucone.

Artykuł 4

Uznając fakt, że przypadkowe poły żywych zasobów szelfu kontynentalnego są nie do uniknięcia przy prowadzeniu wyspecjalizowanych połówów innych gatunków, stosując narzędzia połuwu kontaktujące się z dnem - Rząd Polskiej Rzeczypospolitej Ludowej w celu zabezpieczenia i ochrony żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych zgadza się podjąć odpowiednie środki dla :

1. Upewnienia się, że jego obywatele i statki :

- a. Wstrzymają się od prowadzenia wyspecjalizowanych połówów którykolwiek z gatunków wchodzących w skład żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych znajdujących się na dnie lub pod dnem morskim lub w wodach nad szelfem kontynentalnym Stanów Zjednoczonych. Lista obejmująca zestawienie żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych będzie dostarczona Rządowi Polskiej Rzeczypospolitej Ludowej przez Rząd Stanów Zjednoczonych Ameryki. Lista taka może być zmieniona lub uzupełniona, jeśli okaże się to konieczne, w okresie obowiązywania niniejszego Porozumienia.
- b. Jeśli będą prowadzić poływy lub działalność pomocniczą dla floty rybackiej na wodach szelfu kontynentalnego Stanów Zjednoczonych - to wstrzymają się od posiadania jakichkolwiek żywych zasobów szelfu kontynentalnego złowionych na szelfie innego kraju ;
- c. Będą unikać koncentracji żywych zasobów szelfu kontynentalnego, a jeśli napotkają koncentracje takich zasobów w trakcie prowadzenia działalności połowowej podejmą natychmiastowe kroki, aby uniknąć ich w następnych zaciągach ;
- d. Jeśli jakikolwiek przypadkowy połów żywych zasobów szelfu kontynentalnego będzie miał miejsce - to zostanie on natychmiast wrzucony z powrotem do morza i będzie możliwie w jak najmniejszym stopniu uszkodzony. Ilość, gatunki, pozycja, daty, rodzaj narzędzia, czas trałowania oraz zadysponowanie takim przypadkowym połówem zostanie niezwłocznie odnotowane w dzienniku okrętowym ;
- e. Umożliwią i ułatwią wejście na statek oraz kontrolę ich statków używających narzędzi połowowych pozostających w trakcie trałowania w kontakcie z dnem -

przedstawicielom władz inspekcyjnych Stanów Zjednoczonych w celu stwierdzenia przestrzegania warunków Porozumienia.

2. Zmniejszenia stosowania przez jego obywateli i statki narzędzi połowowych pracujących w kontakcie z dnem podczas prowadzenia połówów u wybrzeży Stanów Zjednoczonych oraz zapewnienia wymiany takich narzędzi na narzędzia, które zazwyczaj nie stykają się z dnem w trakcie normalnej eksploatacji.
3. Zbierania w ten sam sposób w jaki zbierane są dane połowowe dla Międzynarodowej Komisji Rybołówstwa Północno-Zachodniego Atlantyku, danych dotyczących przypadkowych połówów oraz wykorzystania żywych zasobów szelfu kontynentalnego Stanów Zjednoczonych przez jego obywateli i statki oraz wymianę takich danych z Dyrektorem Północno-Wschodniego Rejonu Narodowej Służby Rybołówstwa Morskiego Stanów Zjednoczonych w trakcie spotkań przewidzianych w Artykule 8 niniejszego Porozumienia.

Artykuł 5

Oba Rządy podejmą odpowiednie środki w celu zapewnienia aby poły dokonywane przez ich obywateli i statki na wodach objętych niniejszym Porozumieniem były prowadzone z należytym uwzględnieniem potrzeby ochrony zasobów rybnych.

Artykuł 6

1. Polskie statki rybackie mogą dokonywać przeładunków na wodach dziewięciomilowej strefy rybołówstwa morskiego przylegającej do morza terytorialnego Stanów Zjednoczonych Ameryki, na obszarach ograniczonych prostymi liniami łączącymi następujące współrzędne geograficzne :

a. w okresie od 15 listopada do 15 maja

<u>Szerokości północnej</u>	<u>Długości zachodniej</u>
40°40'55"	72°40'00"
40°42'02"	72°36'16"
40°35'34"	72°36'16"
40°34'31"	72°40'00"

b. w okresie od 15 września do 15 maja

<u>Szerokości północnej</u>	<u>Długości zachodniej</u>
39°09'00"	74°32'00"
39°11'30"	74°30'00"
39°08'00"	74°24'00"
39°05'30"	74°26'00"

c. w okresie od 15 września do 15 maja

<u>Szerokości północnej</u>	<u>Długości zachodniej</u>
37°26'30"	75°32'00"
37°29'30"	75°30'30"
37°27'30"	75°23'30"
37°24'30"	75°25'00"

2. Polskie statki rybackie mogą dokonywać wspomnianych wyżej przeładunków z innymi statkami polskimi oraz ze statkami innych państw, z którymi Stany Zjednoczone Ameryki utrzymują stosunki dyplomatyczne, z tym, że statki te są zaczerterowane lub zakontraktowane przez polskie przedsiębiorstwo rybackie w celu dokonania takich przeładunków.

3. Polskie statki pomocnicze będą zawiadamiać Stację Łączności Ochrony Wybrzeża /Coast Guard/ w Bostonie /sygnał wywoławczy NMF/ lub w Portsmouth /sygnał wywoławczy NMN/ przed podjęciem operacji przeładunkowych w obszarach określonych w niniejszym Artykule.

W przypadku kiedy statek zaczerterowany lub zakontraktowany przez polskie przedsiębiorstwo rybackie wchodzi do obszaru przeładunków w celu dokonania operacji przeładunkowych z polskimi statkami łowczymi lub pomocniczymi – powinien dokonać zawiadomienia w podobny sposób.

Artykuł 7

1. Każdy Rząd, w ramach swych praw i przepisów, ułatwi wejście do właściwych portów statkom rybackim, rybackim statkom badawczym i rybackim statkom pomocniczym.
2. Rząd Stanów Zjednoczonych Ameryki pozwoli na wejście do każdego z portów Baltimore, Boston, Camden, Filadelfii i Nowego Jorku polskim statkom rybackim i rybackim statkom pomocniczym. Poza tym, specjalna procedura będzie zachowana przy wejściu polskich statków badawczych, które prowadzą wspólnie przyjęty program badań zgodnie z treścią Artykułu 1 niniejszego Porozumienia.
3. Pozwolenie na wejście do portów Baltimore, Boston, Camden, Filadelfii i Nowego Jorku, jak zaznaczono w paragrafie 2, będzie udzielone pod warunkiem przesłania zawiadomienia odpowiednim władzom na cztery dni przed planowanym zawinięciem statku.
4. Rząd Stanów Zjednoczonych przez swą Ambasadę w Warszawie będzie potwierdzał listy załóg, występujących o wizy ważne przez okres sześciu miesięcy na wielokrotne przekraczanie granicy Stanów Zjednoczonych zgodnie z paragrafem 2 powyżej. Taka lista załogi będzie przedłożona co najmniej na 14 dni przed pierwszym zawinięciem statku łowczego i co najmniej 7 dni przed pierwszym zawinięciem rybackiego statku pomocniczego do portu Stanów Zjednoczonych. Przedłożenie poprawionej /dodatekowo/ listy załogi po wyjściu statku z portu polskiego będzie podlegać również przepisom tego paragrafu, z zastrzeżeniem, że wizy wydane w ten sposób będą ważne tylko na okres sześciu miesięcy od daty wystawienia wizy na podstawie oryginałnej listy załogi.

Zawiadomienie o zawinięciu zgodnie z paragrafem 3 powinno zawierać stwierdzenie, czy jest pożądane zejście na ląd w ramach wielokrotnej wizy wjazdowej.

5. Zawinięcie wszystkich statków do portów wymienionych w paragrafie 2 powyżej ma na celu uzupełnienie zapasów zaopatrzenia i świeżej wody, pobranie paliwa, zapewnienie odpoczynku załodze tych statków oraz dokonanie drobnych napraw i innych usług świadczonych zwyczajowo w takich portach, w pełnej zgodzie z odpowiednimi przepisami i zarządzeniami.

6. W zależności od postanowień niniejszego Porozumienia, rozumie się, że wejście polskich statków rybackich do portu Stanów Zjednoczonych podlega odpowiednim prawom i zarządzeniom Stanów Zjednoczonych.

7. W przypadkach, gdy polski członek załogi opuszcza statek dla uzyskania nagłej pomocy lekarskiej w Stanach Zjednoczonych, władze polskie zapewnią mu wyjazd ze Stanów Zjednoczonych w okresie do czternastu dni po opuszczeniu przez niego szpitala. Przedstawiciel strony polskiej będzie odpowiedzialny za członka załogi w czasie jego pobytu w Stanach Zjednoczonych.

8. Zezwolenie na wymianę załóg polskich statków w porcie Nowy Jork będzie udzielone pod warunkiem :

a. Przekazania do Ambasady Stanów Zjednoczonych w Warszawie wniosków o indywidualne wizy tranzytowe i o wizy załogowe dla wymieniających się członków załogi. Wnioski te będą przekazyane na 14 dni przed datą przybycia członków załogi do Stanów Zjednoczonych i będą zawierać nazwiska, daty i miejsca urodzenia, cel wizyty, statek na który przybywają oraz sposób i datę przybycia wszystkich wymieniających się członków załogi.

Indywidualne paszporty albo książki żeglarskie powinny być załączone do każdego wniosku. Stosownie do praw i przepisów Stanów Zjednoczonych Ambasada Stanów

Zjednoczonych zoapatrzy każdy paszport lub książkę żeglarską w wizę tranzytową i wizę załogową przed ich zwróceniem;

- b. Dodatkowa do wymagań przewidzianych w paragrafie 3 i 4 niniejszego Artykułu, przekazania do Departamentu Stanu na 14 dni przed przybyciem nazwy statku i daty jego spodziewanego przybycia oraz listy nazwisk, dat i miejsc urodzenia tych członków załogi, którzy przybędą do Stanów Zjednoczonych w celu repatriacji do Polski oraz daty i sposobu opuszczenia przez nich Stanów Zjednoczonych.

Każdy polski stótek operujący w obszarze objętym Porozumieniem uzyska zezwolenie na wymianę cołej załogi jeden raz w ciągu dwunastomiesięcznego okresu, w którym Porozumienie pozostaje w mocy.

9. Każdy przepis niniejszego Artykułu może być zmieniony za obopólną zgodą w każdym czasie.

Artykuł 8

1. Oba Rządy uznają za pożyteczne organizowanie:

- a. Regularnych spotkań przedstawicieli instytucji rybackich obu Krajów dla dokonania wymiany informacji i dyskutowania aktualnych lub potencjalnych problemów dotyczących łowisk, spraw związanych z działaniem flot rybackich oraz spraw wynikających z realizacji postanowień niniejszego Porozumienia; spotkania te powinny odbywać się co najmniej raz no trzy miesiące na odpowiednich stotkach każdej strony albo w innym miejscu wspólnie uzgodnionym.
- b. Wspólnych spotkań przedstawicieli organizacji ryboków obu krajów na statkach operujących w zachodnich rejonach Środkowego Atlantyku albo w innym miejscu wspólnie uzgodnionym.

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2. Uczestnicy każdego spotkania powinni przygotować krótki raport ze spotkania i przedłożyć go właściwym instytucjom obu Rządów. Spotkania powinny być organizowane przez Dyrektora Regionalnego Narodowej Służby Rybołówstwa Morskiego w Gloucester, Massachusetts i kierowników flot rybackich Przedsiębiorstwa Połówów Dalekomorskich i Usług Rybackich "DALMOR" w Gdyni, "Odra" w Świnoujściu lub "Gryf" w Szczecinie. Dyrektor Regionalny Narodowej Służby Rybołówstwa Morskiego zainicjuje i zorganizuje takie spotkanie w pierwszym i trzecim kwartale a kierownicy polskich flot rybackich w drugim i czwartym kwartale każdego roku. Uzgodnienia potrzebne do zainicjowania organizacji tych spotkań będą dokonane w pierwszym miesiącu każdego kwartału. Każda strona poinformuje drugą stronę przynajmniej na dwa tygodnie przed spotkaniem o sprawach, które pragnie przedyskutować. W razie potrzeby każda strona może zwrócić się o dodatkowe spotkanie.

3. Każda strona dla ułatwienia łączności w sprawach dotyczących tego Porozumienia będzie podawać drugiej stronie nazwisko i adres radiowy odpowiednich przedstawicieli znajdujących się w obszarze objętym Porozumieniem.

Artykuł 9

1. Rząd Stanów Zjednoczonych Ameryki i Rząd Polskiej Rzeczypospolitej Ludowej podejmą odpowiednie kroki w celu :
- zmniejszenia do minimum możliwości zaistnienia konfliktu między narzędziami połowowymi zakotwiczonymi w morzu a ruchomymi narzędziami połowowymi,
 - przeprowadzenia dochodzeń w sprawach konfliktów, które zostaną zgłoszone.
- Będzie to obejmować :
- a. Ze strony amerykańskiej - w odniesieniu do stałych narzędzi połowowych stworzenie i stosowanie udoskonalonego systemu ich znakowania i rozmieszczania oraz informowanie

w odpowiednim czasie o znanych lokalizacjach stawnych narzędzi połowowych
przez przekazywanie codziennych informacji flotie polskiej.

b. Ze strony polskiej :

- /1/ Informowanie władz amerykańskich o rejonach koncentracji polskiej floty rybackiej w pobliżu miejsc rozmieszczenia stawnych narzędzi połowowych.
Zawiadomienie to powinno być udzielone w odpowiedzi na codzienne informacje władz amerykańskich o stawnych narzędziach połowowych i powinno zawierać dane o aktualnej lokalizacji polskiej floty oraz statków inspekcyjnych.
- /2/ Potwierdzenie przyjęcia do wiadomości codziennych informacji o stawnych narzędziach połowowych wymienionej w punkcie a. niniejszego Artykułu.
- /3/ Wprowadzenie na polskich statkach dodatkowych środków ostrożności w celu uniknięcia operacji połowowych, które mogłyby uszkodzić stawne narzędzia zastawiane przez rybaków amerykańskich zajmujących się wyspecjalizowanymi połowami żywych zasobów szelfu kontynentalnego, włączając w to wymóg pozostawania polskich statków przez cały czas w odpowiedniej odległości od rejonów rozmieszczenia stawnych narzędzi połowi, aby zapobiec uszkodzeniu tych narzędzi lub przeszkadzaniu przy ich wystawianiu lub ciągnieniu.

c. Z obu stron :

- /1/ Jeśli jeden ze statków będzie prowadzić połów w pobliżu stawnych narzędzi połowowych w sposób wskazujący kompetentnym władzom któregoś z krajów, że istnieje prawdopodobieństwo zaistnienia konfliktu to wówczas wyżej wspomniane władze mając na względzie ułatwienie państwu bandery przeciwdziałania, podejmą odpowiednie kroki zabezpieczające przed rozwojem potencjalnego konfliktu. Tam gdzie możliwe, kroki te będą obejmować przekazywanie informacji i ostrzeżeń statkom znajdującym się w potencjalnej sytuacji konfliktowej – jakimkolwiek inspektorowi drugiego Rządu, który może znajdować się w pobliżu lub wyznaczonym władzom drugiego Rządu.

Po otrzymaniu takich informacji władze te niezwłocznie podejmą odpowiednią akcję w celu niedopuszczenia do zaistnienia konfliktu. Statki znajdujące się w omawianej sytuacji powinny również utrzymywać bezpośrednią łączność stosując zwyczajową procedurę międzynarodowej łączności radiowej.

/2/ W przypadku konfliktu każda ze stron niezwłocznie poinformuje o tym odpowiednie władze drugiej strony. Obie strony zapewnią przeprowadzenie szybkiego i sumiennego dochodzenia przez odpowiednich inspektorów z ich krajów. Dochodzenia te powinny być przeprowadzone na miejscu incydentu, o ile to jest możliwe. Na zasadzie dobro-wolności dochodzenie może być prowadzone wspólnie przez inspektorów obydwu stron. Zaproszenie inspektora drugiej strony będzie dokonane przez inspektora państwa bandery na życzenie kapitana statku rybackiego, którego konflikt dotyczy. Wyniki tych dochodzeń będą przekazane do Amerykańsko-Polskiej Komisji Rybackiej w celu wykorzystania ich w przypadku roszczeń wynikłych na skutek konfliktu.

d. Szczegółowe przepisy i procedura Załącznika II będzie przestrzegane tak dalece jak to jest możliwe w celu wprowadzenia w życie przepisów niniejszego Artykułu.

Artykuł 10

Oba Rządy zgadzają się na utworzenie Amerykańsko-Polskiej Komisji Rybackiej określonej w Załączniku 1, który stanowi integralną część niniejszego Porozumienia.

Artykuł 11

Z zastrzeżeniem kontroli określonej w niniejszym Porozumieniu, system kontroli międzynarodowej obowiązujący na podstawie Międzynarodowej Konwencji Rybołówstwa Północno-Zachodniego Atlantyku będzie stosowany na zasadzie dobrowolności dla wykonania przepisów niniejszego Porozumienia. Niniejszy Artykuł w żadnym razie nie zmienia zasad obowiązkowego stosowania systemu kontroli międzynarodowej Międzynarodowej Konwencji Rybołówstwa Północno-Zachodniego Atlantyku w celu wykonania przepisów ochronnych tej konwencji albo systemu kontroli stosowanej w dziewięciomilowej strefie rybołówczej przyległej do morza terytorialnego Stanów Zjednoczonych Ameryki.

Artykuł 12

Żadne z postanowień niniejszego Porozumienia nie może być uważane za naruszenie poglądów kłtregokolwiek z Rządów na zasadę wolności rybołówstwa na pełnym morzu.

Artykuł 13

Niniejsze Porozumienie wejdzie w życie z dniem 1 lipca 1975 i będzie pozostawać w mocy przez okres jednego roku; jeśli obie strony tak uzgodnią w czasie obowiązywania tego Porozumienia, może ono pozostać w mocy na dalszy okres jednego roku.

Na prośbę kłtregokolwiek Rządu przedstawiciele obu Rządów spotkają się w czasie dogodnym dla obu stron w okresie obowiązywania Porozumienia w celu przeglądu i modyfikacji niniejszego Porozumienia lub jego Załączników.

W każdym bądże razie przedstawiciele obu Rządów spotkają się w czasie dogodnym dla obu stron przed wygaśnięciem terminu ważności niniejszego Porozumienia dla zbadania jego skuteczności i ustalenia postępowania na przyszłość.

Niezależnie od powyższego w każdym czasie każdy Rząd może powiadomić drugi Rząd o jego zamierze wypowiedzenia niniejszego Porozumienia, w którym to przypadku Porozumienie wygaśnie w ciągu dwóch miesięcy od daty zawiadomienia.

Po otrzymaniu takiego zawiadomienia, tak szybko jak to będzie możliwe, przedstawiciele obu Rządów spotkają się dla omówienia postępowania na przyszłość.

Załączniki mogą być wypowiadane w ten sam sposób podczas trwania Porozumienia, nie przeszkadzając o działaniu samego Porozumienia.

W sytuacji określonej w Notach Wymiennych z 29 maja 1975 Załącznik I straci ważność zgodnie z tymi Notami.

Na Dowód Czego Pełnomocnicy będąc należycie w tym celu upoważnieni podpisali
niniejsze Porozumienie.

Sporządzono w Waszyngtonie dnia 29 maja 1975 roku, w dwóch egzemplarzach, każdy
w języku angielskim i polskim, przy czym obydwa teksty mają jednakową moc.

Z upoważnienia

RZĄDU STANÓW ZJEDNOCZONYCH
AMERYKI



Z upoważnienia

RZĄDU POLSKIEJ RZECZYPOSPOLITEJ
LUDOWEJ



Z A Ł A C Z N I K I

UTWORZENIE AMERYKAŃSKO-POLSKIEJ KOMISJI RYBACKIEJ

Sekcjo I

Utworzenie Komisji

1. Niniejszym ustanowia się Amerykańsko-Polską Komisję Rybacką /zwaną dalej Komisją/.

2. Komisja składać się będzie z czterech członków, dwóch wyznaczonych przez Rząd Stanów Zjednoczonych, dwóch wyznaczonych przez Rząd Polskiej Rzeczypospolitej Ludowej. Co najmniej jeden z dwóch członków wyznaczonych przez każdy Rząd będzie posiadać znajomość ogólnych zasad prawa międzynarodowego zwłaszcza dotyczącego zagadnień rybackich. Każdy członek wyznaczony przez Rząd będzie działał na rzecz wyznaczającego go Rządu. Każdy z Rządów jest odpowiedzialny za utrzymanie swego pełnego składu członków.

3. Każdy z Rządów może wyznaczyć jednego doradcę technicznego dla każdej sprawy bez prawa głosu.

4. Wszystkie decyzje Komisji powinny być podjęte jednogłośnie przez tych członków, którzy są obecni i głosujący, o ile co najmniej jeden z członków wyznaczonych przez każdy z Rządów jest obecny.

5. Miejscem posiedzeń Komisji będzie Nowy Jork, N.Y.. Jeśli pojedzie potrzeba, ze względu na miejsce przebywania stron i możliwość zebrania dowodów, Komisja może określić miejsce posiedzenia w innej miejscowości.

6. Oficjalnymi językami roboczymi Komisji będą angielski i polski. Rządy udzielą Komisji pomocy w zorganizowaniu potrzebnych tłumoczeń.

7. Dla celów niniejszego Załącznika określenie "jednostka prawną" oznacza jakikolwiek statek lub osobę, fizyczną lub prawną, włączając lecz nie ograniczając jednostek rządowych.

Sekcja II

Funkcje pojednawcze

1. Komisja będzie rozpatrywać roszczenia przedstawione przez jednostki prawne jednego Państwa przeciwko jednostkom prawnym drugiego Państwa dotyczących strat finansowych wynikających z uszkodzenia lub utraty statku lub sprzętu rybackiego tej jednostki.

2. Żadne roszczenie nie może być wniesione po upływie sześciu miesięcy po wydarzeniu się określonego incydentu, chyba że Komisja zdecyduje jednogłośnie uczynić wyjątek dla specyficznego incydentu, który wynikł w ciągu sześciu tygodni przed wejściem w życie Porozumienia.

Sekcja III

Postępowanie pojednawcze

1. Komisja ustali zasady postępowania zgodnie z niniejszym Załącznikiem.

2. Roshczenie, o którym mowa w Sekcji II, będzie wniesione do Komisji w formie pisemnego wniosku. Wniosek ten będzie miał formę oświadczenia złożonego pod przysięgą i zawierać będzie m.in. dokładny opis incydentu, z którego wynikło roszczenie, tożsamość wszystkich osób i statków, które wzięły udział w tym incydencie, szkody stanowiące przedmiot roszczenia i listę potencjalnych świadków na okoliczność tego incydentu. Cała niezbędna dokumentacja dowodowa roszczenia będzie przekazana Komisji wraz z roszczeniem.

3. Z chwilą otrzymania roszczenia, Komisja podejmie, tak szybko jak to praktycznie możliwe, dochodzenie dotyczące incydentu i poinformuje o tym obydwia Rządy. Każdy Rząd powiadomi niezwłocznie swoje jednostki prawne przeciwko którym roszczenie zostało wniesione. Te jednostki prawne mogą ze swojej strony przedłożyć Komisji oświadczenie złożone pod przysięgą odpowiadając na roszczenie. Odpowiedź ta może zawierać roszczenie regresowe o ile roszczenie regresowe wynika z tego samego incydentu, z którego roszczenie wynika.

Rozczenie regresowe będzie sporządzane w tej samej formie i zawierać tę samą informację jak roszczenie. Komisja może rozpatrzyć łącznie roszczenia, które wynikły z tego samego incydentu nie przesądzając prawa każdej ze stron do przedłożenia dowódów za pośrednictwem prawnika lub bez jego udziału.

4. Komisja może zwrócić się o dalsze informacje i dokumenty do stron sporu lub do odpowiednich agencji rządowych. Wszystkie oświadczenia, sprawozdania lub inne dokumenty przedłożone Komisji będą należycie poświadczone i atestowane co do ich autentyczności, w takim stopniu jak to jest możliwe.

Oficjalne sprawozdania i dokumenty Rządu nie muszą być poświadczane w ten sposób.

5. Jeżeli strona wnioskująca roszczenie lub pozwany prosi o wszczęcie rozprawy, lub jeżeli Komisja uważa za pożądane wszcząć taką rozprawę, Komisja zwoła rozprawę dotyczącą tego incydentu. Wnoszący roszczenie i pozwany mogą wystąpić na rozprawie osobiście lub za pośrednictwem przedstawiciela, przy udziale lub bez prawnika, jak również mogą przedstawić świadków. Komisja może zaprosić w charakterze świadka jakkolwiek osobę, organizację, przedsiębiorstwo lub inną jednostkę, która jest bezpośrednio zainteresowana lub która posiada znajomość sprawy. Wnoszący roszczenie i pozwany będzie upoważniony do zadawania pytań wszystkim osobom składającym zeznanie na rozprawie pod warunkiem, że od żadnej z osób nie będzie wymagać się składania odpowiedzi na jakiekolwiek pytanie.

6. Rządy ułatwiają pracę Komisji.

Sekcja IV

Sprawozdanie pojednawcze

1. Komisja przygotowuje sprawozdanie zawierające stwierdzenie co do :

/a/ fakty, z których wynika roszczenie ;

/b/ rozmiar uszkodzenia lub straty ;

/c/ stopień odpowiedzialności pozwanego lub wnioskującego roszczenie, jeśli taka odpowiedzialność istnieje, i

/d/ ewentualna suma, która winna być płacona przez pozwanego lub wnioskującego roszczenie jako odszkodowanie za straty wynikające z incydentu.

2. Jeśli Komisja nie przyjmie jednomyslnie stwierdzeń, będzie to przedstawione w sprawozdaniu i sprawozdanie zawierać będzie odrębne oświadczenia opinii członków Komisji.

3. Komisja przekaże swoje sprawozdanie wnioskującemu roszczenie, pozwanemu i każdemu z dwóch Rządów nie później jak sześćdziesiąt dni po zakończeniu postępowania określonego w Sekcji III.

4. W okresie do trzydziestu dni po otrzymaniu sprawozdania Komisji, wnioskujący roszczenie lub pozwany może prosić na piśmie, aby Komisja ponownie rozpatrzyła swoje sprawozdanie. Prośba ta zawierać będzie przyczyny jej złożenia i materiał uzasadniający tą prośbę. Komisja może zdecydować ponowne rozpatrzenie swego sprawozdania i jeżeli uważa za stosowne może przyjąć nowe dowody i/lub zwołać ponowną rozprawę. Postępowanie wynikające z Sekcji III będzie zastosowane przy ponownym rozpatrywaniu sprawy.

5. Obydwa Rządy podejmują się zachęcić rozstrzygnięcie roszczeń zgodnie ze stwierdzeniami Komisji.

6. W okresie 60 dni od chwili otrzymania sprawozdania Komisji każdy Rząd złoży pisemne sprawozdanie Komisji o czynnościach podjętych przez swoje jednostki prawne stosownie do stwierdzeń Komisji.

7. Jeżeli jedna ze stron postępowania pojednawczego odmawia załatwienia sprawy według stwierdzeń Komisji, Komisja zachęci strony, aby przedłożyły swój spór do rozstrzygnięcia przez wiązający arbitraż.

8. Sprawozdanie Komisji i sprawozdanie każdego z Rządów będzie publikowane w formie uzgodnionej przez Komisję.

Sekcja V

Korzystanie z Komisji

Obydwie Rządy zachęcają swoje jednostki prawne do zwrócenia się w pierwszej instancji do Komisji w celu załatwienia roszczeń wynikających z uszkodzeń lub straty sprzętu i statków rybackich. Rządy udzielą informacji osobom zainteresowanym.

Sekcja VI

Wykonywanie porozumień rybackich

1. Na prośbę jednego z Rządów Komisja rozważy problemy wynikające ze stosowania przepisów dwustronnego porozumienia rybackiego obowiązującego dwa Rządy lub roszczeń jednego z Rządów, że statki bandery drugiego Rządu naruszyły jakikolwiek z tych przepisów.

2. Po otrzymaniu od jednego z Rządów pisemnego zawiadomienia dotyczącego problemu lub roszczenia zawierających szczegóły incydentu i tożsamość osób i statków, które wzięły udział w tym incydencie, Komisja niezwłocznie zawiadomi drugi Rząd i podejmie dochodzenie w sprawie. Komisja rozważy taką informację i dokumenty

jakie Rządy mogą przedłożyć i może ona przedłożyć takie prośby w tym względzie jakie mogą być potrzebne. Na prośbę jednego z Rządów Komisja wyznaczy rozprawę, na której obydwa Rządy będą reprezentowane.

3. Obydwa Rządy zobowiązują się ułatwić Komisji rozważenie i przeprowadzenie dochodzenia w sprawach problemów i roszczeń.

4. Na podstawie rozważenia i przeprowadzonego dochodzenia w sprawie problemów i roszczeń, Komisja przygotuje sprawozdanie zawierające swoje stwierdzenia co do :

- a/ faktów z których wynikają problemy lub roszczenia ;
- b/ naturę i rozmiar ewentualnego naruszenia, i
- c/ zalecane postępowanie dla uniknięcia trudności lub naruszeń w przyszłości,
jeśli to jest stosowane.

5. Jeśli Komisja nie przyjmuje sprawozdania jednogłośnie, sprawozdanie zawierać będzie jedno lub więcej oświadczeń członków sprzeciwiających się.

6. Obydwa Rządy rozważą w dobrej wierze sprawozdanie Komisji w trakcie rozstrzygania czy środek zaradczy jest odpowiedni i złożą Komisji sprawozdanie na piśmie w ciągu trzech miesięcy po sprawozdaniu Komisji dotyczącym środków podjętych dla wprowadzenia w życie jej stwierdzeń. W przypadku gdy jeden z Rządów nie może zastosować się do jednego lub więcej zaleceń Komisji, poinformuje Komisję i drugi Rząd o przyczynach tego w swoim sprawozdaniu.

7. Komisja może połączyć postępowanie objęte niniejszą Sekcją z postępowaniem określonym w Sekcji III o ile roszczenia i problemy wynikają z tego samego incydentu bez przesądzenia o prawie każdej ze stron lub Rządu przedstawiania dowodów i argumentów za pośrednictwem prawnika lub bez .

8. Sprawozdanie Komisji i sprawozdanie każdego z Rządów będzie opublikowane w formie uzgodnionej przez Komisję.

Sekcja VII**Prawo stosowane**

We wszystkich postępowaniach objętych niniejszym Załącznikiem Komisja stosować będzie :

- a/ międzynarodowe konwencje, zarówno ogólne jak i szczegółowe ustalające zasady wyraźnie przyjęte przez oba Rządy łącznie z dwustronnymi i wielostronnymi porozumieniami między tymi dwoma Rządami dotyczących ogólnych spraw rybołówstw i morskich ;
- b/ zwyczaj międzynarodowy jako dowód powszechniej praktyki przyjętej jako prawo ;
- c/ ogólne zasady prawa przyjęte przez społeczeństwo międzynarodową ;
- d/ orzeczenia sądowe i opinie najwyżej kwalifikowanych publicystów naukowych z różnych krajów, jako pomocnicze środki dla określenia zasad prawa.

Sekcja VIII**Inne środki zaradcze**

1. Nic w niniejszym Załączniku nie wyłącza, nie przesądza lub w jakikolwiek inny sposób nie wpływa na postępowanie prawne, lub prawo podjęcie takiego postępowania, lub w jakikolwiek sposób nie przesądza lub nie wpływa na materialne lub proceduralne prawo jakiekolwiek osoby, niezależnie od tego czy osoba ta jest występuje przed lub bierze udział w postępowaniu Komisji.

2. Żadne roszczenie które było lub jest przedmiotem rozpoznawania lub arbitrażu między stronami nie będzie wniesione. Komisja może odmówić rozpatrzenia roszczenia na podstawie tego, że powinno ono być połączone z istniejącym postępowaniem prawnym obejmującym żadniczo te same sprawy i w którym prawo dojące się stosować w tym postępowaniu prawnym wydaje się zezwalać na takie połączenie.

3. Komisja natychmiast wstrzyma postępowanie pojednawcze dotyczące roszczenia w sprawie którego postępowanie prawne zostało już wszczęte, chyba że sąd pod którym postępowanie jest w toku określi, w oparciu o swoje upoważnienie prawne, że strany mogą prowadzić dalej postępowanie przed Komisją.

4. Komisja niezwłocznie przerwie postępowanie pojednawcze dotyczące roszczenia w sprawie którego istnieje obowiązująca umowa o arbitrażu.

Sekcja IX

Finansowanie

Każdy z Rządów pokrywa wszystkie wydatki, wraz z odszkodowaniem, członków wyznaczonych do Komisji a także doradców technicznych przez siebie wyznaczonych. Oba Rządy ponosić będą w równych częściach wszystkie koszty związane z administracją i działaniem Komisji. Koszty te nie obejmują wydatków związanych z przedkładaniem i przygotowywaniem dowodów lub wystąpieniem świadków.

Z A Ł A C Z N I K II

ŚRODKI ZAPOBIEGAJĄCE KONFLIKTOM RYBACKIM NA WODACH
PRZYLEGAJĄCYCH DO WYBRZEŻY STANÓW ZJEDNOCZONYCH.

1. a. Niniejszy Załącznik stosuje się do wód przylegających do wschodnich wybrzeży

Ameryki Północnej.

b. Dla celów niniejszego Załącznika:

"statek rybacki" oznacza jakikolwiek statek poławiający ryby, "statek" oznacza jakikolwiek statek rybacki i jakikolwiek statek przetwarzający ryby albo zaopatrujący lub świadczący usługi statkom rybackim.

2. a. Statki rybackie będą zarejestrowane i oznakowane tak aby była zapewniona

ich właściwa identyfikacja na morzu, zgodnie z przepisami każdego Rządu.

Właściwe władze każdego Rządu poinformują właściwe władze drugiego Rządu o przyjętym systemie rejestrowania i oznakowania.

b. Każdy statek rybacki będzie posiadał oficjalny dokument wydany przez właściwe władze jego kraju wskazujący nazwę /jeśli statek ją posiada/, opis statku, jego przynależność państwową, litery i numer rejestracyjny, nazwę właściciela lub przedsiębiorstwa, do którego należy.

c. Każdy statek rybacki będzie nosił banderę państwową będącą w dobrym stanie i widoczną tak jak tego wymagają właściwe władze.

d. Przynależność państwową statku rybackiego nie będzie nigdy ukrywana w jakikolwiek sposób.

3. a. Zgodnie z Międzynarodowymi Przepisami o Zopobieganiu Zderzeniom na Morzu

wszystkie statki powinny prowadzić tak swoją działalność, ażeby nie zakłócić działalności statków rybackich lub sprzętu rybackiego.

- b. Statki przychodzące na łowiska gdzie statki rybackie już poławiają lub w tym celu wystawiły swój sprzęt powinny wzajemnie informować się o pozycji i rozłożeniu sprzętu już wystawionego w morzu i nie powinny same tak ustawać się lub swój sprzęt, aby zakłócać lub przeszkadzać operacjom rybackim znajdującym się w toku.
- c. Żaden statek nie powinien kotwiczyć lub pozostawać na łowisku gdzie przeprowadzane są połówki jeżeli miałyby to zakłócać te połówki, chyba że jest ta wymagane ze względu na jego własne operacje połowowe lub w wyniku wypadku lub innych okoliczności znajdujących się poza jego kontrolą.
- d. Z wyjątkiem przypadków siły wyższej, żaden statek nie powinien wyrzucać do morza jakichkolwiek materiałów lub substancji, które mogą zakłócać połówki lub przeszkadzać względnie powodować uszkodzenie ryb, sprzętu rybackiego lub statków rybackich.
- e. Żaden statek nie będzie używał bądź posiadał materiałów wybuchowych przeznaczonych do połówu ryb.
- f. W celu uniknięcia uszkodzeń trażący statek rybacki i jakiekolwiek inne statki rybackie ze sprzętem rybackim będącym w ruchu podejmą wszystkie praktyczne możliwe środki, aby uniknąć kontaktu z sieciami i zestawami haczykowymi lub innym sprzętem, który nie jest ciągniony.
- g. /1/ W przypadku kiedy sieci należące do różnych statków rybackich zostaną wzajemnie po-
plątane, nie będą one przerwane bez zgody stron, których to dotyczy, chyba że jest niemożliwe ich oddzielenie w inny sposób.
/2/ W przypadku kiedy w czasie prowadzenia przez statki rybackie połówów za pomocą zestawów haczykowych nastąpi ich poplątanie, statek rybacki który je ciągnie nie będzie ich przerywać, chyba, że nie mogą one być rozłączone w żaden inny sposób; w takim przypadku jakiekolwiek zestawy haczykowe mogą być przerwane jeśli będą one mogły być niezwłocznie ponownie połączone.

/3/ Z wyjątkiem przypadków ratownictwa i przypadków, których dotyczą dwa poprzedzające punkty sieci, zestawy haczykowe i inne narzędzia połowów nie będą pod żadnym jakimkolwiek by nie był pretekstem przecięte, zahaczone, zatrzymane lub podniesione, chyba, że przez statek do którego one należą.

/4/ Jeśli statek najedzie lub w inny sposób stanie na przeszkodzie narzędziom połowowym nie należącym do niego — podejmie on wszystkie niezbędne środki w celu zmniejszenia do minimum uszkodzeń narzędzi połowowych.

W tym samym czasie statek rybacki, do którego należą narzędzia połowowe będzie unikać jakichkolwiek działań mogących zwiększyć taką szkodę.

4. W odniesieniu do sieci, zestawów haczykowych i innego sprzętu rybackiego zakotwiczonego w morzu statki rybackie będą stosowały zasady określone dalej w niniejszym paragrafie:

a. Statki rybackie używające zakotwiczonych w morzu narzędzi połowowych będą informować zbliżające się statki o swojej aktualnej pozycji i rozmieszczeniu sprzętu połowowego.

b. Statki rybackie używające ruchomych narzędzi połowowych będą:

/1/ utrzymywać stałą wizualną i radarową obserwację znaków wskazujących pozycję i rozmieszczenie zakotwiczonych w morzu narzędzi połowowych.

/2/ unikać obszarów, gdzie jest wiadomy, że narzędzia połowowe są zakotwiczone w morzu.

5. Strona amerykańska poinformuje polską flotę rybacką przez kierownika polskiej floty rybackiej o znanej lokalizacji stałych narzędzi połowowych w określonym czasie przez przekazywanie codziennych informacji radiowych w następujący sposób:

a/ Informacje przekazywane pierwszego dnia każdego miesiąca będą sumarycznym raportem zawierającym całkowity opis stawnych narzędzi połowowych rozmieszczonych wzdłuż całego wybrzeża na ten dzień bez powoływanego się na wcześniejsze informacje.

Informacje te będą numerowane w sposób następujący:

01 01 75 /na dzień 1 stycznia 1975/

01 02 75 /na dzień 1 luty 1975/ i.t.d.

b/ Kolejne, dalsze dzienne informacje dotyczące zmian wynikających z usytuowania stawnych narzędzi połowowych opisanych w pierwszej informacji w danym miesiącu będą numerowane w porządku w jakim są one przekazane w ciągu tego miesiąca, np. w styczniu 1975:

01 01 75

02 01 75

.....

31 01 75

gdzie pierwsze dwie cyfry wskazują kolejny numer informacji w tym miesiącu. Sumaryczne i dzienne informacje będą wskazywały tak typ jak i rozmieszczenie stawnych narzędzi połowowych.

[EXCHANGE OF NOTES]

MAY 29, 1975

EXCELLENCY:

I have the honor to refer to the Agreement Between the Government of the United States of America and the Government of the Polish People's Republic Regarding Fisheries in the Western Region of the Middle Atlantic Ocean and to Annex I thereof, which establishes a U.S.-Polish Fisheries Board. I have the honor to propose that in the case of termination of the Agreement pursuant to Article 13 thereof, unless otherwise agreed by both parties at that time, Annex I shall remain in force as a separate agreement, notwithstanding the termination of the Fisheries Agreement, until 60 days after one Government shall communicate notice to the other Government of its intention to denounce that Annex, and thereafter until the conclusion of any conciliation and Section VI proceedings instituted prior to the last day of that 60-day termination period.

I have the honor to propose that this note and Your Excellency's reply confirming the above understandings on behalf of your government shall be regarded as constituting an agreement between the two governments which shall enter into force on the date of your reply.

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

For the Acting Secretary of State:

WILLIAM L. SULLIVAN JR.

His Excellency

ROMUALD PIETRASZEK,

Deputy Minister of Foreign

Trade and Maritime Affairs

of the Polish People's Republic.

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D. C.

Washington, D.C.

May 29, 1975

Sir:

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

"I have the honor to refer to the Agreement Between
the Government of the United States of America and the Government
of the Polish People's Republic Regarding Fisheries in the Western Region
of the Middle Atlantic Ocean and to Annex I thereof, which establishes
a U.S. - Polish Fisheries Board. I have the honor to propose that
in the case of termination of the Agreement pursuant to Article 13 thereof,
unless otherwise agreed by both parties at that time, Annex I shall remain
in force as a separate agreement, notwithstanding the termination of
the Fisheries Agreement, until 60 days after one Government shall
communicate notice to the other Government of its intention to denounce
that Annex, and thereafter until the conclusion of any conciliation and
Section VI proceedings instituted prior to the last day of that 60-day
termination period.

I have the honor to propose that this note and Your Excellency's
reply confirming the above understandings on behalf of your government
shall be regarded as constituting an agreement between the two governments
which shall enter into force on the date of your reply".

The Honorable
William L. Sullivan, Jr.
Acting Deputy Assistant Secretary
for Oceans and Fisheries Affairs

I have further the honor to confirm the above understanding
on behalf of the Government of the Polish People's Republic and to agree
that your note and this reply shall be regarded as constituting an agreement
between the two Governments.

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

Romuald Pietraszek
Deputy Minister of Foreign Trade and Maritime Affairs
of the Polish People's Republic

A handwritten signature in black ink, appearing to be "Romuald Pietraszek". A small curved line points from the name above to the signature below.

POLISH PEOPLE'S REPUBLIC

Fisheries: Northeastern Pacific Ocean off the United States Coast

*Agreement signed at Washington May 30, 1975,
Entered into force June 15, 1975.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE POLISH PEOPLE'S REPUBLIC
REGARDING FISHERIES IN THE NORTHEASTERN PACIFIC
OCEAN OFF THE COAST OF THE UNITED STATES

The Government of the United States of America and the Government of the Polish People's Republic, recognizing the necessity of conducting fisheries in the northeastern part of the Pacific Ocean off the coast of the United States on a rational basis with due regard for the status of stocks of fish and in accordance with the results of scientific research, recognizing that measures should be taken to prevent conflicts between fishermen of the two countries, and taking into account the need for widening and coordinating scientific research in the field of fisheries and for the mutual exchange of the results of such research,

Have agreed on the following.

Article 1

1. The Government of the United States of America and the Government of the Polish People's Republic consider it desirable to expand research pertaining to the species of fish of interest to both Parties. Such research will be conducted according to national programs as well as mutually agreed research programs.

2. The competent agencies of both Governments shall ensure the following:

a. An annual exchange of scientific and statistical data, publications and the results of fishery research concerning the area covered by this Agreement.

The biostatistical data supplied by the Polish People's Republic will be in the same format as the data supplied at the May, 1975, meeting between the two Governments;

b. To the extent possible, meetings of scientists of both countries as well as the participation of the scientists of one country in fishery research conducted by the vessels of the other country; and

c. A cooperative program through which the fisheries specialists of one country shall be placed aboard fishing vessels of the other country for the purpose of obtaining biostatistical data from catches obtained by using various fishing methods.

3. The Government of the Polish People's Republic will ensure the collection of biostatistical data on the total catch (including by-catch) of all species by 30 minute square graticules, by vessel class, on a haul-by-haul basis, for fisheries covered by this Agreement, and the provision of such data to the appropriate fisheries authorities of the

United States Government on a monthly basis.

4. Each Government shall take the appropriate steps to assure cooperation among appropriate institutions in the field of fishery research.

Article 2

Both Governments will take measures to assure that their citizens and vessels will, in the waters covered by this Agreement, conduct their fishing with due regard for the conservation of the stocks of fish.

Article 3

The Government of the Polish People's Republic will adopt the measures necessary to ensure that nationals and vessels of Poland will:

a. Refrain from fishing in the Bering Sea east of the International Date Line throughout the year, except in waters adjacent to the Aleutian Islands west of 175° West Longitude in the areas defined below:

(1) The area adjacent to the Aleutian Islands between 175°00' West Longitude and 179°00' East Longitude and seaward of a limit of 20 nautical miles from the baseline from which the United States territorial sea is measured;

(2) The area adjacent to the Aleutian Islands west of 179°00' East Longitude and seaward of a limit of 12 nautical miles from the baseline from which the United States territorial sea is measured;

b. Refrain from fishing for Pacific salmon

(*Oncorhynchus spp.*) throughout the year and return immediately to the sea, in a viable condition insofar as possible, any salmon taken incidentally;

c. Refrain from fishing for Pacific halibut

(*Hippoglossus stenolepis*) throughout the year and return immediately to the sea, in a viable condition insofar as possible, any halibut taken incidentally. Polish fishing vessels will avoid conducting fishing operations in areas where concentrations of Pacific halibut are encountered;

d. Refrain from conducting specialized fisheries off the Pacific coast of the United States for rockfish (*Sebastes spp.*), blackcod (*Anoplopoma fimbria*), flounders and soles (*Pleuronectidae* and *Bothidae*), anchovy (*Engraulis mordax*), Pacific mackerel (*Scomber japonicus*) and shrimp (*Pandalidae*). Polish fishing vessels will avoid conducting fishing operations in areas where concentrations of these species are encountered;

e. Refrain from fishing in the Gulf of Alaska in the following areas:

(1) From August 10 to December 31 inclusive off Kodiak Island seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured in the six areas bounded respectively by straight lines connecting in each of the following groups the coordinates in the order listed:

(i)	North Latitude	West Longitude
	57°15'	154°51'
	56°57'	154°34'
	56°21'	155°40'
	56°26'	155°55'
	57°15'	154°51'
(ii)	North Latitude	West Longitude
	56°27'	154°06'
	55°46'	155°27'
	55°40'	155°17'
	55°48'	155°00'
	55°54'	154°55'
	56°03'	154°36'
	56°03'	153°45'
	56°30'	153°45'
	56°30'	154°49'
	56°27'	154°06'
(iii)	North Latitude	West Longitude
	56°30'	153°49'
	56°30'	153°00'
	56°44'	153°00'
	56°57'	153°15'
	56°45'	153°45'
	56°30'	153°49'

(iv)	North Latitude	West Longitude
	57°05'	152°52'
	56°54'	152°52'
	56°46'	152°37'
	56°46'	152°20'
	57°19'	152°20'
	57°05'	152°52'
(v)	North Latitude	West Longitude
	57°35'	152°03'
	57°11'	151°14'
	57°19'	150°57'
	57°48'	152°00'
	57°35'	152°03'
(vi)	North Latitude	West Longitude
	58°00'	152°00'
	58°00'	150°00'
	58°12'	150°00'
	58°19'	151°29'
	58°00'	152°00'

(2) From August 10 to December 31 inclusive off Unimak Island seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured in the area between 163°04' and 166°00' West Longitude;

(3) During the period from three and three-fourths days before the opening hour of the halibut fishing season to three and one-half days after such opening

hour in the areas described below. Information as to the opening dates of the halibut fishing season shall be provided no less than one month in advance of such date to the Government of the Polish People's Republic by the Government of the United States of America:

(i) The area bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
59°28'	150°00'
59°28'	147°41'
58°30'	148°30'
58°42'	150°20'
59°28'	150°00'

(ii) The area bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
58°05'	150°27'
58°05'	148°47'
57°40'	150°05'
58°05'	150°27'

(iii) The area seaward of a limit of twelve nautical miles from the baseline from which the United States territorial sea is measured bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
56°24'	156°30'
56°18'	155°48'
55°31'	156°04'
55°31'	156°31'
56°24'	156°30'

(4) From December 1 to December 31 inclusive

in the area between 140°00' West Longitude and 147°00'

West Longitude;

f. Refrain from fishing throughout the year in the waters off the coast of the Pacific Northwest in the following areas:

(1) Between 47°30' North Latitude and 48°30'

North Latitude;

(2) Between 46°14' North Latitude and 46°56'

North Latitude landward of the isobath of 110 meters;

(3) Off the Columbia River in an area bounded by straight baselines connecting the following coordinates in the order listed:

North Latitude	West Longitude
46°00'	124°40'
46°20'	124°20'
47°00'	124°40'
47°00'	125°20'
46°20'	124°50'
46°00'	124°55'
46°00'	124°40'

(4) Off the Klamath River in an area bounded by straight baselines connecting the following coordinates in the order listed:

North Latitude	West Longitude
41°37'	124°34'
41°37'	124°30'
41°20'	124°28'
41°20'	124°32'
41°37'	124°34'

g. As of October 1, 1975, refrain from fishing with gear other than pelagic gear (true midwater trawls, using trawl doors incapable of being fished on the bottom) off the Pacific coast of the United States south of 47°30' North Latitude;

h. Limit the total number of Polish fishing vessels licensed to operate in the North Pacific to not more than 15, of which not more than 11 will engage in fishing at any one time. Of the total number of Polish vessels which may be engaged in fishing, not more than four will operate at any one time off the Pacific coast of the United States in the Gulf of Alaska north of 54°30' North Latitude between 132°00' West Longitude and 157°00' West Longitude and north of 53°00' North Latitude between 157°01' West Longitude and 166°00' West Longitude. Of the number of Polish vessels which may be engaged in fishing, between June 15 and September 30 not more than 7 vessels may operate at any one time off the Pacific coast of the United States between 47°30' North Latitude and

42°00' North Latitude and not more than 7 vessels may operate at any one time off the United States coast south of 42°00' North Latitude. After October 1, 1975, not more than 7 Polish fishing vessels may operate south of 47°30' North Latitude. Of these 7 vessels, not more than 4 may fish at any one time between 47°30' North Latitude and 42°00' North Latitude, and not more than 4 may fish in the waters off the United States coast south of 42°00' North Latitude.

i. Limit the catch of Pacific hake in 1975 throughout the Northeastern Pacific Ocean to a level not to exceed that taken by Poland in this area in 1974.

Article 4

Recognizing that some incidental catch of living resources of the continental shelf is unavoidable in directed fisheries for other species when fishing with gear operated in contact with the bottom, the Government of the Polish People's Republic, in order to protect and conserve the living resources of the United States Continental Shelf, agrees to take appropriate measures to:

a. ensure that its nationals and vessels will:

(1) Refrain from engaging in a directed fishery for any species of living resources of the United States Continental Shelf on or under the seabed or in waters above the Continental Shelf of the United States. A list setting forth the living resources of the United States Continental Shelf shall be

provided to the Government of the Polish People's Republic by the Government of the United States of America. Such list may be amended if necessary during the period of force of the Agreement;

(2) When engaged in fishing or in fishing support activities in waters over the Continental Shelf of the United States, refrain from having on board any continental shelf fishery resources taken on the continental shelf of another country;

(3) Avoid concentrations of living resources of the continental shelf and, when a concentration of such resources is encountered in the course of their fishing operations, take immediate steps to avoid the concentration in future tows;

(4) When any incidental catch of living resources of the continental shelf is taken, immediately return those resources to the sea with a minimum of injury. The amount, species, position, dates, type of gear, time gear on bottom, and disposition of such incidental catch will be promptly recorded in the vessel's fishing log book;

(5) Allow and assist the boarding and inspection of their vessels using fishing gear being towed in contact with the bottom by enforcement officers of the United States for the purpose of ascertaining compliance with this agreement;

TIAS 8100

b. reduce the use by its nationals and vessels of fishing gear operated in contact with the bottom in fisheries off the coast of the United States, and ensure the substitution of such gear with gear which does not generally come into contact with the bottom in normal use;

c. collect data on the incidental catch and disposition of the living resources of the continental shelf of the United States by its nationals and vessels, by 30 minute square graticules, by vessel class, on a haul-by-haul basis. Such information shall be provided to the Director of the Northwest Region of the United States National Marine Fisheries Service during the meetings provided for in Article 6 of this Agreement.

Article 5

The Government of the United States of America and the Government of the Polish People's Republic will take steps to minimize the possibility of conflict between gear anchored in the sea and mobile fishing gear and to investigate conflicts when they are reported. This will include:

a. For the American side, with respect to fixed fishing gear, development and use of improved marking and deployment practices, and to the extent possible timely notification of known locations of concentrations of fixed fishing gear by transmission of radio messages to the Polish fleet.

b. For the Polish side:

(1) Notice to American authorities of areas of concentration of the Polish fishing fleet in the vicinity of locations of fixed gear. This notification shall be accomplished in the form of a timely response to the fixed gear notification by American authorities and shall include current locations of the Polish fleet as well as inspection vessels;

(2) Acknowledgement of receipt of the fixed fishing gear notifications described in subparagraph (a) above;

(3) Additional precautionary measures by Polish vessels to avoid fishing operations that could damage the fixed gear set by United States fishermen engaged in a specialized fishery for the living resources of the continental shelf, including the requirement that Polish vessels at all times remain a reasonable distance away from fixed gear areas to prevent damage to fixed gear and interference with the setting or hauling of such gear.

c. For both sides:

(1) If a vessel is operating near a fixed gear area in such a manner as to indicate to competent authorities of either country that a conflict is likely to occur, the above mentioned authorities shall, with a view to facilitating flag State

corrective action, take prompt steps to prevent the potential conflict. This will include, where possible, communicating information and warnings concerning the potential danger to the vessels involved and to any inspector of the other Government known to be in the vicinity or a designated authority of the other Government. Upon receiving such communications, the authorities shall promptly take appropriate action to attempt to avoid the occurrence of a conflict. The vessels involved should also communicate directly using the customary international radio communication procedures;

(2) When a conflict has occurred, either side shall immediately notify the appropriate authorities of the other side. Both sides shall ensure that prompt and thorough investigations are made by appropriate inspectors for their own side. These investigations should be made on the site of the incident when possible. On a voluntary basis, the investigation may be conducted jointly by inspectors of both sides. The invitation to the inspector of the other side will be extended by the inspector of the flag State upon the request of the master in charge of the fishing vessel involved in the conflict. The results of these investigations shall be provided to the United States-Polish Fisheries Board, in accordance with Article 9, for use in case of a claim arising out of the conflict.

d. United States fishery authorities and Polish fishery authorities will inform each other of the location of items of fishing gear or other materials lost overboard which constitute a danger to fishing operations on common fishing grounds.

e. The detailed provisions and procedures of Annex II shall be followed to the extent possible in implementing the provisions of this Article.

Article 6

1. Both Governments consider it useful to arrange:

a. Regular visits of representatives of the fisheries authorities of the two countries to exchange information and discuss actual or potential problems concerning the fishing grounds, questions relating to the operations of the fishing fleets, and questions arising out of the application of the provisions of this Agreement; such visits shall take place at the request of either side, and shall occur on appropriate vessels of either side or at another mutually agreed location;

b. Mutual visits of representatives of fishermen's organizations of the two countries on vessels operating in the Northeastern Pacific or at another mutually agreed location.

2. Those participating in each visit shall prepare a brief report of their visit in each case and submit it to the appropriate authorities of the two Governments. Visits

shall be arranged between the appropriate Regional Director of the National Marine Fisheries Service in Seattle, Washington; Juneau, Alaska; or Terminal Island, California, and the chiefs of the fishing fleets of the Deep Sea Fisheries and Fishery Services Enterprise "DALMOR" in Gdynia, "ODRA" in Swinoujscie, or "GRYF" in Szczecin, as appropriate. Each side will inform the other side, at least two weeks before the visit, of subjects it wishes discussed.

3. To facilitate communications for the purposes of this Agreement, each side shall keep the other advised of the name and radio address of the appropriate officials available in the Agreement area.

Article 7

The areas where Polish fishing vessels may conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America shall be as follows:

- a. Near Forrester Island, Alaska, in the waters bounded on the north by 54°54' North Latitude, on the east by 133°16' West Longitude, and on the south by 54°44' North Latitude;
- b. Near Destruction Island, Washington, in the waters between 47°36' North Latitude and 47°45' North Latitude.

Article 8

The provisions of Annex I shall be applicable, on a voluntary basis, for the purpose of ensuring the application of the Agreement, except where enforcement is otherwise provided for in the Agreement.

Article 9

Both Governments agree that the activities of the nationals and vessels of the parties to this Agreement shall come within the purview of the United States-Polish Fisheries Board, established by the Agreement between the Government of the United States of America and the Government of the Polish People's Republic Regarding Fisheries in the Western Region of the Middle Atlantic Ocean and [1] Annex I thereto, in accordance with the terms of said Annex.

Article 10

Nothing in this Agreement shall be interpreted as prejudicing the views of either Government with regard to the principle of freedom of fishing on the high seas.

Article 11

The present Agreement shall enter into force on June 15, 1975 and shall remain in force through December 31, 1975. At the request of either Government, representatives

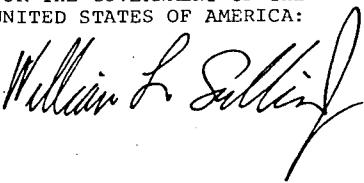
¹TIAS 8099; *ante*, p. 1117.

of the two Governments will meet at a mutually convenient time at any time during the period of the Agreement with a view to modifying the present Agreement or any Annex thereto. In any event, representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement to review its operation and to decide on future arrangements. Notwithstanding the above, at any time either Government may communicate to the other Government its intention to denounce the present Agreement, in which case the Agreement shall terminate one month from the date on the communication. As soon as possible after receipt of such communication, representatives of the two governments will meet to discuss possible future arrangements. An Annex may be terminated in the same manner during the life of the Agreement without prejudice to the operation of the Agreement.

IN WITNESS WHEREOF the undersigned, being duly authorized for this purpose, have signed this Agreement.

Done in Washington, May 30, 1975.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:



[¹]

FOR THE GOVERNMENT OF THE
POLISH PEOPLE'S REPUBLIC:



[²]

¹ William L. Sullivan, Jr.

² Romuald Pietraszek

ANNEX I

Scheme of Joint Enforcement
Between the United States of America
and the
Polish People's Republic
Regarding Fisheries in the Northeastern
Part of the Pacific Ocean

Pursuant to Article 8 of the Agreement, the following are voluntary arrangements for a joint enforcement scheme for the purpose of ensuring the application of the Agreement.

1. Control shall be carried out by inspectors of the fishery control services of the two Governments.

2. The ships used to carry the inspection officers may be either special inspection vessels or fishing vessels. Notification of the names of the ships and the inspectors shall be provided on a timely basis to the following officials: in the case of the United States, the Regional Directors of the Southwest, Northwest, and Alaska Regions of the National Marine Fisheries Service, as appropriate, through Coast Guard radio stations San Francisco (NMC) or Kodiak (NOJ) and, in the case of Poland, the chiefs of the Polish fishing fleet.

3. Each inspector shall carry a document of identity supplied by the authorities of his Government stating that he is a member of a fishery control service of his Government.

4. A ship carrying an inspector may give the signal from the International Code of Signals requesting permission to come aboard any vessel of the other country engaged for the time being in fishing or in fish processing in the area covered by the Agreement. The vessel to be boarded shall not be required to stop or maneuver

when fishing, shooting or hauling; the master shall nonetheless provide a boarding ladder and otherwise observe the ordinary practice of good seamanship to enable an inspection party coming alongside to board as soon as practicable.

5. On boarding the vessel, an inspector shall produce the document of identity described above. Inspections shall be made so that the vessel suffers minimum interference and inconvenience. An inspector shall limit his inquiries to the ascertainment of the facts in relation to the observance of the Agreement. The master shall enable the inspector to examine and photograph catch, nets, or other gear and any relevant documents as the inspector deems necessary to verify the vessel's compliance with the provisions of the Agreement. The inspector shall draw up a report of his inspection using the attached form. Inspectors will be furnished with the attached questionnaire in both the English and Polish languages. The inspector shall sign the report in the presence of the master of the vessel, who shall be entitled to add or have added to the report any observations. The master must sign such observations. Copies of the report shall be given to the master of the vessel and to the inspector's Government which shall transmit copies to the appropriate authorities of the flag State of the vessel.

6. a. Where an apparent infringement of the provisions of this Agreement is observed, the inspector shall enter a notation in the fishing log book or other relevant document aboard the inspected vessel stating the date, location and type of apparent infringement. If photographs of the vessel, gear, catch and logs or other documents are taken, copies of

the photographs shall be attached to the copy of the report to the flag State. The inspector may, with a view toward ensuring that the provisions of this Agreement are carried out, immediately attempt to communicate with the authorities of the flag State designated in paragraph 2 above. The master of the inspected vessel shall arrange for messages to be sent and received using his radio equipment and operator for this purpose. If the inspector succeeds in establishing communications with the appropriate authorities of the flag State, and providing the designated authority agrees, the inspector may remain aboard the inspected vessel to facilitate preservation of the evidence of the apparent infringement until boarding of the vessel by an inspector or other authority of a fishery control service of the flag State or until such other time as may be agreed.

b. If an inspector is unable to communicate with the appropriate authorities within a reasonable period of time, he shall complete the inspection, leave the inspected vessel and communicate as soon as possible with those authorities.

7. Inspectors shall carry out their duties under these arrangements in accordance with the rules set out in this Annex, but they shall remain under the operational control of their national authorities and shall be responsible to them.

8. The inspector may, subject to any limitations that are imposed by both Governments jointly, carry out such examination of the catch and fishing gear as he deems necessary to establish whether or not the Agreement is being complied with. He shall report his finding to the authorities of the flag State of the inspected vessel as soon as possible.

The inspection of fish and fishing gear may be carried out on and below the fishing decks of vessels of each country.

9. Each Government shall consider and act on reports of foreign inspectors under these arrangements on the same basis as reports of national inspectors. The provisions of this paragraph shall not impose any obligation on either Government to give the report of a foreign inspector a higher evidential value than it would possess in the inspector's own country. Each Government shall collaborate in order to facilitate judicial or other proceedings arising from a report of an inspector under these arrangements.

10. Each Government will inform the other as soon as possible of any actions taken with respect to fishing violations reported by the other Government.

Attachment to Annex IREPORT OF VOLUNTARY INSPECTION

(to be filled in block letters)

AUTHORIZED INSPECTOR

1. Name and nationality
2. Name and identifying letters and/or number of ship

INFORMATION ON VESSEL INVOLVED

3. Nationality
4. Vessel's name and registration
5. Master's name
6. Owner's name and address
7. (a) Position as determined by inspector at _____ G.M.T.
(b) Position as determined by fishing vessel's master at _____ G.M.T.

DATE AND TIMES THE INSPECTION COMMENCED AND FINISHED

8. (a) Date
(b) Time arrived on board
(c) Time of departure

FACTS RESULTING FROM INSPECTION

9. Result of inspection of fish
 - (a) List of species
 - (b) Approximate weight or percentage of each
10. Result of inspection of fishing gear
11. Comments and/or observations by inspector

12. Statements by witnesses
Signature of Witnesses
 - Signature of Authorized Inspector
 13. Comments and/or observations by the master of the vessel
 14. Signature of the Master
- (He should be the last to sign. All other people to sign in his presence.)

QUESTIONNAIRE FROM INSPECTOR TO SKIPPER

1. I am an Inspector under the Agreement between the United States of America and the Polish People's Republic. Here is my identity card.
2. Who is the Master of this vessel?
3. Do you understand that this inspection is voluntary?
4. I request your collaboration with the examination of the catch, fishing gear, and documents (nationality paper/fishing log book).
5. Please check that the time is ____ G.M.T.
6. Please show me your vessel's fishing log books, if any.
7. Please give me your name.
8. Please write down the name and address of the owners of your vessel.
9. Are you fishing for industrial purposes?
10. I am recording your position as ____° lat., ____° long.
at ____ G.M.T. Do you agree?
11. I agree. (Yes)
12. I do not agree. (No)

13. Would you like to check your position with my instruments on board the inspection ship?
14. Do you now agree on your position? If not, you should write your estimated position in Section 7(b) of the Report Form.
15. Are you aware that you are fishing within a closed area?
16. Are you aware that you are fishing within a closed area with the wrong type of gear?
17. Where are your working spaces?
18. Please switch on these lights.
19. I wish to inspect your catch. Have you finished sorting the fish?
20. Will you please lay out those fish.
21. I wish to inspect your gear. Are you using bottom trawl or pelagic (mid-water) gear?
22. I have found no infringement of the Agreement and I will so report to your flag State.
23. Please note that photographs are listed in the report.
24. I have discovered an apparent infringement of the Agreement and wish to communicate with the authorities of your flag State. Please contact them for me.
25. I will note this infringement in your fishing log.
26. Do you have any witnesses who wish to make observations? If so, they may do so in their own language in Section 12 of the Report Form.
27. Do you wish to make any comments and/or observations concerning this inspection? If so, please do so in your own language in Section 13 of the Report Form.
28. Please sign the report in Section 14.
29. I am leaving. Please check that the time is ____ G.M.T.
30. Thank you -- Bon voyage.

ANNEX II

Measures to Prevent Fishing Conflict in the
Waters Off the Coast of the United States

1. a. This Annex applies to the waters off the Pacific coast of North America.

b. For purposes of this Annex,
"fishing vessel" means any vessel engaged in the business of catching fish;

"vessel" means any fishing vessel and any vessel engaged in the business of processing fish or providing supplies or services to fishing vessels.

2. a. Fishing vessels shall be registered and marked in order to ensure their proper identification at sea in accordance with the regulations of each Government. The competent authorities of each Government shall inform the competent authorities of the other Government of the system of registration and marking used.

b. Each fishing vessel shall carry on board an official document, issued by the competent authority of its country, showing the name, if any, and description of the vessel, its nationality, its registration letter or letters and number, and the name of the owner or of the firm or association to which it belongs.

c. Each fishing vessel shall carry a national flag in good condition to be shown at the request of the competent authorities.

TIAS 8100

d. The nationality of a fishing vessel shall not be concealed in any manner whatsoever.

3. a. Subject to compliance with the International Regulations
[P]
for Prevention of Collisions at Sea all vessels shall conduct their operations so as not to interfere with the operations of fishing vessels, or fishing gear.

b. Vessels arriving on fishing grounds where fishing vessels are already fishing or have set their gear for that purpose shall inform themselves of the position and extent of gear already placed in the sea and shall not place themselves or their fishing gear so as to interfere with or obstruct fishing operations already in progress.

c. No vessel shall anchor or remain on a fishing ground where fishing is in progress if it would interfere with such fishing unless required for the purpose of its own fishing operations or in consequence of accident or other circumstances beyond its control.

d. Except in cases of force majeure no vessel shall dump in the sea any article or substance which may interfere with fishing or obstruct or cause damage to fish, fishing gear or fishing vessels.

e. No vessel shall use or have on board explosives intended for the catching of fish.

f. In order to prevent damage, fishing vessels engaged in trawling and other fishing vessels with gear in motion shall take all practicable steps to avoid nets and lines or other gear which is not being towed.

¹TIAS 5813; 16 UST 794.

g. (1) When nets belonging to different fishing vessels get foul of each other, they shall not be severed without the consent of the parties concerned unless it is impossible to disengage them by other means.

(2) When fishing vessels fishing with lines entangle their lines, the fishing vessel which hauls up the lines shall not sever them unless they cannot be disengaged in any other way, in which case any lines which may be severed shall where possible be immediately joined together again.

(3) Except in cases of salvage and the cases to which the two preceding subparagraphs relate, nets, lines or other gear shall not under any pretext whatever, be cut, hooked, held on to or lifted up except by the fishing vessel to which they belong.

(4) When a vessel fouls or otherwise interferes with gear not belonging to it, it shall take all necessary measures for reducing to a minimum the injury which may result to such gear. The fishing vessel to which the gear belongs shall, at the same time, avoid any action tending to aggravate such damage.

4. With respect to nets, lines and other gear anchored in the sea, fishing vessels shall comply with the rules set out below in this paragraph.

a. Fishing vessels operating gear anchored in the sea shall, when they are present, notify approaching vessels of the position and extent of gear.

b. Fishing vessels using mobile gear shall:

(1) Maintain a continuous visual and radar watch for markers indicating the position and extent of gear anchored in the sea.

(2) Avoid areas where gear is known to be anchored in the sea.

Agreed Minutes

1. The representatives of both Governments stated that their Governments will take appropriate measures to ensure that their nationals and vessels will not, in trawling for bottom fish, use liners of such mesh size as to retain immature fish. The Government of the Polish People's Republic will also take appropriate measures to ensure that its nationals and vessels engaging in the hake fishery will use trawls with a mesh size, in any of the parts, of no less than 110 millimeters, or 4.33 inches, stretched mesh, including one knot (two bars).

2. The representatives of both Governments agreed that with respect to paragraph 2.c. of Article 1, the participation of United States fishery scientists aboard Polish fishing vessels may consist of either duly authorized Federal or State scientists.

3. The Polish representative stated that with respect to paragraph h. of Article 3, his Government would provide the United States Government with a list of the 15 Polish vessels which will be licensed to fish in the Northeastern Pacific Ocean, and further, that there would be no substitutions or additions to the list during the period of force of the Agreement.

4. Both representatives agreed that when this Agreement is renegotiated, either upon its termination or prior to termination, the catch level of Pacific hake for vessels and nationals of Poland will be established at a level based on scientific evidence concerning the condition of the resource, and that such catch level may be less than the 1974 level, if considered necessary to conserve the resource.

5. The United States representative took cognizance of the Polish request for port call privileges along the Pacific

coast of the United States, and stated that his Government would give consideration to the request.

6. The Polish representative stated that the Polish fishing fleet will not conduct any fishing operations utilizing longline gear.

7. The Polish representative stated that Polish vessels will refrain from fishing with gear other than pelagic gear in all waters covered by this Agreement, commencing no later than six months from the date of entry into force of this Agreement.

8. The representatives of both Governments agreed that should it be considered desirable to renegotiate or extend this Agreement for 1976, additional closures and conservation measures necessary to protect the stocks during periods of the year not covered by this Agreement might be considered and included in any such extension or modification. The Polish representative agreed that such additional measures would include, inter alia, the restrictions pertaining to the closed areas in the Gulf of Alaska included in the current U.S.-Japan fisheries Agreements and related report.

INTERNATIONAL LABOR OFFICE

Reimbursement of Income Taxes

*Agreement effected by exchange of letters
Signed at Geneva April 15 and May 16, 1975;
Entered into force May 16, 1975;
Effective January 1, 1975.*

The United States Permanent Representative to International Organizations, to the Director General, International Labor Office

UNITED STATES MISSION TO INTERNATIONAL ORGANIZATIONS
GENEVA, SWITZERLAND

APRIL 15, 1975

The Honorable
FRANCIS BLANCHARD
Director General
International Labor Office
4, route des Morillons
Geneva

DEAR MR. BLANCHARD:

I have been authorized to inform you that the United States Government can reimburse the International Labor Office for the sums utilized to reimburse personnel subject to payment of U.S. income tax in order to equalize the remuneration between such personnel and staff members of the ILO not subject to national taxes. To do this, I propose below a formal agreement establishing the procedure:

"The United States Government understands that the International Labor Office (ILO) will pay any tax reimbursements to U.S. citizens or others liable to pay U.S. income taxes who are staff members of the ILO through a special suspense account. The U.S. Government will be obligated to pay a tax equalization charge as part of its annual payment to the ILO to compensate this special suspense account. This charge will cover actual reimbursements made by the ILO to employees subject to U.S. income taxes. This agreement does not cover ILO employees paid from voluntary funds."

Your concurrence in the above paragraph by letter will constitute the agreement between the United States Government and the International Labor Office formalizing the tax reimbursement procedure which will enter into force retroactively as of January 1, 1975.

Sincerely yours,

FRANCIS L. DALE

Francis L. Dale
*U.S. Permanent Representative
to International Organizations*

*The Director-General, International Labor Office, to the United States
Permanent Representative to International Organizations*

INTERNATIONAL LABOUR
OFFICE

BUREAU INTERNATIONAL
DU TRAVAIL

GENÈVE

THE DIRECTOR GENERAL

LE DIRECTEUR GÉNÉRAL

16 MAI 1975

DEAR MR. DALE,

Thank you for your letter of 15 April 1975 proposing a formal agreement by which the United States Government will compensate the International Labour Office for the sums utilized to reimburse US income taxes incurred by its staff members paid under its regular budget. You proposed agreement to the following text, which would establish the procedure:

"The United States Government understands that the International Labor Office (ILO) will pay any tax reimbursements to U.S. citizens or others liable to pay U.S. income taxes who are staff members of the ILO through a special suspense account. The U.S. Government will be obliged to pay a tax equalization charge as part of its annual payment to the ILO to compensate this special suspense account. This charge will cover actual reimbursements made by the ILO to employees subject to U.S. income taxes. This agreement does not cover ILO employees paid from voluntary funds."

I am happy to indicate my concurrence in the above text, on the understanding that it concerns all US income taxes levied on ILO income, and my acceptance that this exchange of letters constitutes the agreement between the United States Government and the International Labour Office formalizing the tax reimbursement procedure which will enter into force retroactively as of 1 January 1975.

May I take this opportunity to thank you for the attention you and your Government have given to this matter.

Yours sincerely,

F BLANCHARD

Francis Blanchard,
Director-General.

S.E.M. FRANCIS L. DALE,

Ambassadeur,

Représentant permanent

Mission permanente des Etats-Unis

auprès de l'Office des Nations

Unies et des autres organisations

internationales à Genève,

80 rue de Lausanne,

1202 Genève.

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