

# United States Treaties and Other International Agreements



VOLUME 18

IN THREE PARTS

Part 3

1967

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

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

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

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## INDIA

### Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington August 31, 1967;  
Entered into force August 31, 1967;  
Effective October 1, 1966.*

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*The Secretary of State to the Ambassador of India*

DEPARTMENT OF STATE  
WASHINGTON  
*August 31, 1967*

**EXCELLENCY:**

I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol [<sup>1</sup>] to extend through September 30, 1970 the Long-Term Arrangement regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962 [<sup>2</sup>] (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the agreements between our two Governments concerning exports of cotton textiles from India to the United States effected by exchanges of notes dated October 21, and December 30, 1966 and March 30, 1967. [<sup>3</sup>] I confirm, on behalf of my Government, the understanding that these agreements are replaced by a new agreement as provided in the following numbered paragraphs. This new agreement is based on our understanding that the above-mentioned Protocol will enter into force for our two Governments on October 1, 1967.

1. The term of this agreement shall be from October 1, 1966 through September 30, 1970. During the term of this agreement, the Government of India shall limit annual exports of cotton textiles from India to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs. It is noted that these levels reflect a special adjustment for the first agreement year. The levels set forth in paragraph 2, 3 and 4 for the second agreement year are 5% higher than the limits for the preceding year without

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<sup>1</sup> Done at Geneva May 1, 1967; TIAS 6289; *ante*, p. 1387.

<sup>2</sup> TIAS 5240; 13 UST 2672.

<sup>3</sup> TIAS 6151, 6190, 6241; 17 UST 2162, 2430; *ante*, p. 350.

this special adjustment; thus the growth factor provided for in paragraph 6 has already been applied in arriving at these levels for the second agreement year.

2. For the first agreement year, constituting the 12-month period beginning October 1, 1966, the aggregate limit shall be 79 million square yards equivalent. For the second agreement year the aggregate limit shall be 88.2 million square yards equivalent.

3. Within this aggregate limit, the following group limits shall apply for the first and second agreement years, respectively:

<u>Group</u>	In Square Yards Equivalent First Agreement Year	Second Agreement Year
I. (Categories 1-27)	64 million	71.4 million
II. (Categories 28-64)	15 million	16.8 million

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first and second agreement years, respectively:

A. Group I	First Agreement Year		Second Agreement Year	
	Units (Pcs.)	Sq. Yds. Eq.	Units (Pcs.)	Sq. Yds. Eq.
Categories 9/10	20, 150, 000	syds.	22, 470, 000	syds.
" 18/19	3, 925, 000	"	4, 383, 750	"
Category 22	8, 850, 000	"	10, 867, 500	"
" 26 (duck only)	6, 000, 000	"	6, 300, 000	"
" 26 (other than duck)	20, 150, 000	"	22, 470, 000	"

B. Group II	First Agreement Year		Second Agreement Year	
	Units (Pcs.)	Sq. Yds. Eq.	Units (Pcs.)	Sq. Yds. Eq.
Categories 28/29 <sup>1</sup>	2, 508, 764	2, 719, 500	2, 905, 904	3, 150, 000
Category 31	3, 905, 172	1, 359, 000	4, 525, 861	1, 575, 000
Categories 34/35 <sup>1</sup>	662, 903	4, 109, 999	762, 097	4, 725, 001

5. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.<sup>1</sup>

6. In the succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

<sup>1</sup> In view of the special circumstances described by the representatives of the Government of India during the negotiations, India, for the first agreement year only and within the aggregate and the Group II limit, may export up to 2,250,000 pieces in excess of the level for Categories 28/29 and up to 600,000 pieces in excess of the level for Categories 34/35. With respect to these categories the 5 percent flexibility provision in paragraph 5 shall not apply for the first agreement year. [Footnote in the original.]

7. Within group limits for each group and the following concentration provision, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit. In the event of undue concentration in exports to the United States of cotton textiles from India in (a) any category not given a specific limit or (b) any combed category of any part of merged combed and carded categories under paragraph 4, the Government of the United States of America may request consultation with the Government of India to determine an appropriate course of action. Until a mutually satisfactory solution is reached, the Government of India shall limit exports in the category in question to the United States starting with the 12-month period beginning on the date of the request for consultation. This limit shall be 105 percent of the exports of such products to the United States during the most recent 12-month period preceding the request for consultation for which statistics are available to our two Governments.

8. The Government of India shall use its best efforts to space exports of cotton textiles from India to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

9. The two Governments recognize that the successful implementation of the 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 India with data on monthly imports of cotton textiles from India in accordance with the categories listed in the appendix. The Government of India shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States, in accordance with the categories listed in the appendix. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

10. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. The Government of the United States of America and the Government of India agree to consult on any question arising in the implementation of this agreement.

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

13. If the Government of India considers that as a result of limitations specified in this agreement, India is being placed in an inequitable position vis-a-vis a third country, the Government of India may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

14. 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 India to the United States, under the procedures of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between India and the United States shall otherwise be unaffected by this agreement.

15. (a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from India to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of India may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5% of the aggregate limit or 5% of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5% of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 7 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

16. Either Government may terminate this agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If the above conforms with the understanding of your Government, this note and your Excellency's note of confirmation on behalf of the Government of India shall constitute an Agreement between our Governments.

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

For the Secretary of State:

**ANTHONY M. SOLOMON**

Attachment:  
Annex A

His Excellency  
**BRAJ KUMAR NEHRU,**  
*Ambassador of India.*

ANNEX A

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	lbs.	4.6
2	Cotton Yarn, carded, plied	lbs.	4.6
3	Cotton Yarn, combed, singles	lbs.	4.6
4	Cotton Yarn, combed, plied	lbs.	4.6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded.	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded.	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1. 084
29	Pillowcases, not ornamented, combed	Numbers	1. 084
30	Towels, dish	Numbers	. 348
31	Towels, other	Numbers	. 348
32	Handkerchiefs, whether or not in the piece	Dozen	1. 66
33	Table damask and manufactures	lbs.	3. 17
34	Sheets, carded	Numbers	6. 2
35	Sheets, combed	Numbers	6. 2
36	Bedspreads and quilts	Numbers	6. 9
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38	Fishing nets and fish netting	lbs.	4. 6
39	Gloves and mittens	Dozen	3. 527
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41	T-shirts, all white, knit, men's and boys'	Dozen	7. 234
42	T-shirts, other knit	Dozen	7. 234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7. 234
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47	Shirts, work, not knit, men's and boys'	Dozen	22. 186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Dozen	50. 0
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50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17. 797
51	Trousers, slacks and shorts (outer), not knit, women's girls' and infants'.	Dozen	17. 797
52	Blouses, not knit	Dozen	14. 53
53	Dresses, (including uniforms) not knit	Dozen	45. 3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25. 0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit.	Dozen	51. 0
56	Undershirts, knit, men's and boys'	Dozen	9. 2
57	Briefs and undershorts, men's and boys'	Dozen	11. 25
58	Drawers, shorts, and briefs, knit, n.e.s	Dozen	5. 0
59	All other underwear, not knit	Dozen	16. 0
60	Pajamas and other nightwear	Dozen	51. 96
61	Brassieres and other body supporting garments.	Dozen	4. 75
62	Wearing apparel, knit, n.e.s	lbs.	4. 6
63	Wearing apparel, not knit, n.e.s	lbs.	4. 6
64	All other cotton textiles	lbs.	4. 6

*The Ambassador of India to the Secretary of State*

EMBASSY OF INDIA

WASHINGTON, D.C.

August 31, 1967

EXCELLENCY,

I have the honour to acknowledge receipt of your note of today's date concerning trade in cotton textiles between India and the United States which reads as follows:

"Excellency : I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol to extend through September 30, 1970 the Long-Term Arrangement regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962 (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the agreements between our two Governments concerning exports of cotton textiles from India to the United States effected by exchanges of notes dated October 21, and December 30, 1966 and March 30, 1967. I confirm, on behalf of my Government, the understanding that these agreements are replaced by a new agreement as provided in the following numbered paragraphs. This new agreement is based on our understanding that the above-mentioned Protocol will enter into force for our two Governments on October 1, 1967.

1. The term of this agreement shall be from October 1, 1966 through September 30, 1970. During the term of this agreement, the Government of India shall limit annual exports of cotton textiles from India to the United States to aggregate, group, and specific limits at the levels specified in the following paragraphs. It is noted that these levels reflect a special adjustment for the first agreement year. The levels set forth in paragraph 2, 3 and 4 for the second agreement year are 5% higher than the limits for the preceding year without this special adjustment; thus the growth factor provided for in paragraph 6 has already been applied in arriving at these levels for the second agreement year.

2. For the first agreement year, constituting the 12-month period beginning October 1, 1966, the aggregate limit shall be 79 million square yards equivalent. For the second agreement year the aggregate limit shall be 88.2 million square yards equivalent.

3. Within this aggregate limit, the following group limits shall apply for the first and second agreement years, respectively :

<u>Group</u>	In Square Yards Equivalent First Agreement Year	In Square Yards Equivalent Second Agreement Year
I. (Categories 1-27)	64 million	71.4 million
II. (Categories 28-64)	15 million	16.8 million

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first and second agreement years, respectively:

A. Group I	First Agreement Year	Second Agreement Year
Categories 9/10	20, 150, 000 syds.	22, 470, 000 syds.
" 18/19	3, 925, 000 "	4, 383, 750 "
Category 22	8, 850, 000 "	10, 867, 500 "
" 26 (duck only)	6, 000, 000 "	6, 300, 000 "
" 26 (other than duck)	20, 150, 000 "	22, 470, 000 "

B. Group II	First Agreement Year			Second Agreement Year		
	Units (Pcs.)	Sq. Yds.	Eq.	Units (Pcs.)	Sq. Yds.	Eq.
Categories 28/29 <sup>1</sup>	2, 508, 764	2, 719, 500		2, 905, 904	3, 150, 000	
Category 31	3, 905, 172	1, 359, 000		4, 525, 861	1, 575, 000	
Categories 34/35 <sup>1</sup>	662, 903	4, 109, 999		762, 097	4, 725, 001	

5. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.<sup>1</sup>

6. In the succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

7. Within group limits for each group and the following concentration provision, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit. In the event of undue concentration in exports to the United States of cotton textiles from India in (a) any category not given specific limit or (b) any combed category of any part of merged combed and carded categories under paragraph 4, the Government of the United States of America may request consultation with the Government of India to determine an appropriate course of action. Until a mutually satisfactory solution is reached, the Government of India shall limit exports in the category in question to the United States starting with the 12-month period beginning on the date of the request for consultation. This limit shall be 105 percent of the exports of such products to the United States during the most recent 12-month period preceding the request for consultation for which statistics are available to our two Governments.

<sup>1</sup> In view of the special circumstances described by the representatives of the Government of India during the negotiations, India, for the first agreement year only and within the aggregate and the Group II limit, may export up to 2,250,000 pieces in excess of the level for Categories 28/29 and up to 600,000 pieces in excess of the level for Categories 34/35. With respect to these categories the 5 percent flexibility provision in paragraph 5 shall not apply for the first agreement year.

8. The Government of India shall use its best efforts to space exports of cotton textiles from India to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

9. The two Governments recognize that the successful implementation of the 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 India with data on monthly imports of cotton textiles from India in accordance with the categories listed in the appendix. The Government of India shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States, in accordance with the categories listed in the appendix. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

10. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used for the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. The Government of the United States of America and the Government of India agree to consult on any question arising in the implementation of this agreement.

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

13. If the Government of India considers that as a result of limitations specified in this agreement, India is being placed in an inequitable position vis-a-vis a third country, the Government of India may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

14. 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 India to the United States, under the procedures of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between India and the United States shall otherwise be unaffected by this agreement.

15. (a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from India to the United States were below the aggregate limit and any group and specific limits appli-

cable to the category concerned) the Government of India may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5% of the aggregate limit or 5% of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5% of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 7 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

16. Either Government may terminate this agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If the above conforms with the understanding of your Government, this note and your Excellency's note of confirmation on behalf of the Government of India shall constitute an Agreement between our Governments.

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

I have the honour to confirm the foregoing understandings on behalf of the Government of India.

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

For the Ambassador:

M G KAUL

M.G. Kaul.

His Excellency

DEAN RUSK

*Secretary of State  
of the United States of America.*

# MALAWI

## Investment Guaranties

*Agreement effected by exchange of notes  
Dated at Blantyre May 1 and July 21, 1967;  
Entered into force July 21, 1967.*

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*The American Embassy to the Malawi Ministry of External Affairs*

No. 26

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of Malawi and has the honor to refer to recent conversations and correspondence between representatives of the Government of the United States of America and the Government of Malawi relating to investments in Malawi which further the development of the economic resources and productive capacities of Malawi and to guaranties of such investments by the Government of the United States of America. The Embassy has the honor to confirm the following understandings reached as a result of these conversations:

1. When nationals of the Government of the United States of America [the Guaranteeing Government] propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Malawi [the Host Government], the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Malawi.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right,

title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights nor lesser obligations than those of the transferring investor under the laws of the Host Government with respect to any assets transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert through the procedure provided in paragraph 6 a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

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

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

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

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

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

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.<sup>[1]</sup>

Upon receipt of a note from the Ministry of External Affairs indicating that the foregoing provisions are acceptable to the Government of Malawi, the Government of the United States of America will consider that this note and the Ministry's reply thereto constitute an Agreement between the two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above.

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

M P J

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Blantyre, May 1, 1967.*

<sup>1</sup> July 21, 1967.

*The American Embassy to the Malawi Ministry of External Affairs*

No. 27

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Republic of Malawi and has the honor to refer to the Embassy's Note No. 26 dated May 1, 1967 proposing that an Investment Guaranty Agreement be concluded between the Government of Malawi and the Government of the United States of America, and other conversations and communications on this subject between our two Governments.

The Embassy wishes to provide further explanation of paragraph 2 of the above mentioned note which provides that the provisions of the Agreement shall apply only with respect to guaranteed projects or activities approved by the Government of Malawi. The Embassy wishes to advise the Government of Malawi that the project approval required in paragraph 2 of the proposed agreement will be under procedures established by the Government of Malawi and the Government of Malawi can request the data it deems necessary before giving its approval to a project.

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

M P J

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Blantyre, May 1, 1967.*

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*The Malawi Ministry of External Affairs to the American Embassy*

No. 52

The Ministry of External Affairs of the Republic of Malawi presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 26 of the 1st May, 1967, which proposed that the Governments of Malawi and the United States should enter into an Investment Guaranty Agreement in the terms set out therein, and to the Embassy's Note No. 27 of the 1st May, 1967, wherein certain understandings relating to project approval by the Government of Malawi under the proposed Investment Guaranty Agreement were enunciated.

The Ministry is pleased to state that the Investment Guaranty Agreement as proposed in the aforementioned Note 26 of the 1st May, 1967, and as read with the aforementioned Note 27 of the 1st May, 1967, has been approved by and is acceptable to the Government of Malawi. The Ministry wishes to confirm that the Government of

Malawi regards the aforementioned Note 26 as read with the aforementioned Note 27, and this reply as an Agreement between the Governments of the United States and Malawi on the subject of Investment Guarantees which, in accordance with paragraph 8 of this Agreement, enters into force as of the date of this reply.

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

[SEAL]

BLANTYRE.

*21st July, 1967*

# PHILIPPINES

## Military Bases in the Philippines: Exploitation of Natural Resources

*Agreement effected by exchange of notes  
Signed at Manila August 24, 1967;  
Entered into force August 24, 1967.*

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*The American Ambassador to the Philippine Secretary for Foreign Affairs*

No. 161

**EXCELLENCY:**

I have the honor to refer to discussions between representatives of our two governments concerning the question of exploitation of natural resources within United States bases in the Philippines and to confirm the understandings reached as a result of these discussions as follows:

1. It is mutually agreed that the exercise of the right to exploit natural resources within the bases shall be carried out conformably with the principles, procedures and conditions set forth in the exchange of notes of April 8, 1957, [<sup>1</sup>] which gives full recognition to the desirability of fostering the economic development of the Philippines and to the need to insure the security of the bases and the ability to accomplish military operations and training.
2. Application for access to bases used by the United States for the purpose of evaluation or exploitation of natural resources located therein will be transmitted by the Philippine Department of Foreign Affairs to the Embassy of the United States for forwarding to the appropriate United States military authorities. Such application shall be supported by documentation showing that the application has the approval of the responsible Philippine authorities to evaluate or exploit the specific natural resources, as set forth in the application for access, in accordance with Philippine law.
3. Each such application for access to bases for evaluation or exploitation of natural resources shall be promptly reviewed by the Philippine-United States Mutual Defense Board which shall determine whether the evaluation or exploitation can be undertaken in a manner consistent with the security and operation of the base area.

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<sup>1</sup> TIAS 4008; 9 UST 309.

If the foregoing is acceptable to Your Excellency's government, I have the honor to propose that this note and Your Excellency's reply indicating such acceptance shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's reply.

Accept, Excellency, the assurances of my highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA

Manila, August 24, 1967.

WILLIAM McC. BLAIR, Jr.

His Excellency

NARCISO RAMOS,

Secretary for Foreign Affairs,  
Republic of the Philippines.

The Philippine Secretary for Foreign Affairs to the American Ambassador

REPUBLIC OF THE PHILIPPINES  
DEPARTMENT OF FOREIGN AFFAIRS

No. 19530

MANILA, August 24, 1967

EXCELLENCY:

I have the honor to refer to your note No. 161 dated August 24, 1967, which reads as follows:

I have the honor to refer to discussions between representatives of our two governments concerning the question of exploitation of natural resources within United States bases in the Philippines and to confirm the understandings reached as a result of these discussions as follows:

1. It is mutually agreed that the exercise of the right to exploit natural resources within the bases shall be carried out conformably with the principles, procedures and conditions set forth in the exchange of notes of April 8, 1957, which gives full recognition to the desirability of fostering the economic development of the Philippines and to the need to insure the security of the bases and the ability to accomplish military operations and training.

2. Application for access to bases used by the United States for the purpose of evaluation or exploitation of natural resources located therein will be transmitted by the Philippine Department of Foreign Affairs to the Embassy of the United States for forwarding to the appropriate United States military authorities. Such application shall be supported by documentation showing

that the application has the approval of the responsible Philippine authorities to evaluate or exploit the specific natural resources, as set forth in the application for access, in accordance with Philippine law.

3. Each such application for access to bases for evaluation or exploitation of natural resources shall be promptly reviewed by the Philippine-United States Mutual Defense Board which shall determine whether the evaluation or exploitation can be undertaken in a manner consistent with the security and operation of the base area.

If the foregoing is acceptable to Your Excellency's government, I have the honor to propose that this note and Your Excellency's reply indicating such acceptance shall constitute an agreement between our two governments to enter into force on the date of Your Excellency's reply.

I am pleased to inform Your Excellency that the understandings indicated above are acceptable to my Government. Accordingly, Your Excellency's note and this note shall constitute an agreement between our Governments.

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

NARCISO RAMOS

His Excellency

WILLIAM McCORMICK BLAIR, Jr.

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

# UNITED ARAB REPUBLIC

## Trade in Cotton Textiles

*Agreement effected by exchange of notes between the Secretary of State and the Chargé d'Affaires ad Interim of India (representing the United Arab Republic interests)*

*Signed at Washington December 28, 1967;  
Entered into force December 28, 1967.*

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*The Secretary of State to the Chargé d'Affaires ad interim of India*

DEPARTMENT OF STATE  
WASHINGTON

*December 28, 1967*

SIR:

It will be appreciated if you, in your capacity as representative of the interests of the Government of the United Arab Republic, will convey the following information to that Government:

"The Government of the United States of America refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes on December 4, 1963, [¹] hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by exchange of notes [²] between the Secretary of State and the Ambassador of India, representing the interest of the United Arab Republic, which provides for the continued regulation of the trade in cotton textiles through December 31, 1967.

"The Government of the United States proposes that for the period from January 1, 1968 through March 31, 1968, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarter of the last agreement year under the 1963 Agreement.

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<sup>¹</sup> TIAS 5500; 14 UST 1889.

<sup>²</sup> Exchange of notes signed at Washington Sept. 29 and 30, 1967. TIAS 6358; post, p. 2721.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of December 28, 1967, from the Secretary of State of the United States to the Chargé d'Affaires ad interim and the Chargé's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this Agreement."

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

For the Secretary of State

ANTHONY M. SOLOMON

The Honorable

Dr. PURNENDU KUMAR BANERJEE

*Chargé d'Affaires ad interim of India*

*The Chargé d'Affaires ad interim of India to the Secretary of State*

भारतीय राजदूतावास  
वाशिंगटन, डी० सी०

EMBASSY OF INDIA  
WASHINGTON, D.C.

*December 28, 1967*

EXCELLENCY,

I have the honor to refer to your note of December 28, 1967 in which you request that, in my capacity as representative of the interests of the Government of the United Arab Republic, I convey the following information to that Government:

"The Government of the United States of America refers to the agreement concerning trade in cotton textiles between the United States and the United Arab Republic, effected by an exchange of notes on December 4, 1963, hereinafter referred to as the 1963 Agreement, and further refers to the agreement between the two Governments, effected by exchange of notes between the Secretary of State and the Ambassador of India, representing the interest of the United Arab Republic, which provides for the continued regulation of the trade in cotton textiles through December 31, 1967.

"The Government of the United States proposes that for the period from January 1, 1968 through March 31, 1968, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarter of the last agreement year under the 1963 Agreement.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of December 28, 1967 from the Secretary of State to the Charge d'Affaires ad interim and the Charge's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this Agreement."

At the request of the Government of the United Arab Republic, I have the honor to inform you that the foregoing proposal is acceptable to that Government. Accordingly, your note of December 28, 1967, and this reply constitute an agreement between the Government of the United States of America and the Government of the United Arab Republic.

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

P K BANERJEE

(P.K. Banerjee)

*Charge d'Affaires ad interim.*

The Honourable DEAN RUSK,  
*The Secretary of State,*  
*Washington, D.C.*

## RWANDA

### Investment Guaranties

*Agreement effected by exchange of notes  
Signed at Kigali July 6 and August 9, 1965;  
Entered into force April 27, 1967.*

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

No. 3

KIGALI, July 6, 1965.

**EXCELLENCY:**

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

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Rwanda (the Host Government) the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Rwanda.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the

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

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

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

(b) Any claim, arising out of investments guaranteed in accordance with this Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be

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

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

8. This Agreement shall enter into force on the date of the note by which the Host Government communicates to the Guaranteeing Government that the Agreement has been approved in conformity with the Host Government's constitutional procedures.<sup>[1]</sup>

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

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

WILLIAM N. HARBEN

His Excellency

LAZARE MPAKANIYE,  
Minister for Foreign Affairs,  
Kigali.

<sup>1</sup> April 27, 1967.

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

RÉPUBLIQUE RWANDAISE  
MINISTÈRE DES  
AFFAIRES ÉTRANGÈRES

No. 2.137/4110

KIGALI, le 9 août 1965

Objet: Accord Etats-Unis-Rwanda garantissant les investissements américains au Rwanda.

MONSIEUR LE CHARGÉ D'AFFAIRES,

Faisant suite à votre lettre n° 3 par laquelle vous avez bien voulu nous proposer, de la part de votre Gouvernement, la conclusion d'un Accord garantissant les investissements des Ressortissants Américains au Rwanda, tel que contenu dans les articles 1 à 8 de votre lettre, et me référant à l'aide-mémoire annexée à cette dernière, j'ai l'honneur de vous informer que l'Accord proposé reçoit l'agrément du Gouvernement Rwandais et peut déjà sortir ses effets.

La ratification de cet Accord par l'Assemblée Nationale ne manquera d'intervenir dès les premières réunions de la Nouvelle Assemblée Nationale.

Veuillez croire, Monsieur le Chargé d'Affaires, à l'assurance de ma haute considération.

L MPAKANIYE

Lazare Mpakaniye,  
Ministre des Affaires Etrangères,

A Monsieur le CHARGÉ D'AFFAIRES A.I.  
DES ÉTATS-UNIS D'AMÉRIQUE  
à Kigali

*Translation*

REPUBLIC OF RWANDA  
MINISTRY OF FOREIGN AFFAIRS

No. 2.137/4110

KIGALI, August 9, 1965

Subject: Agreement between the United States and Rwanda guaranteeing American investments in Rwanda

MR. CHARGÉ D'AFFAIRES:

Referring to your note No. 3 in which you were good enough to propose, on behalf of your Government, the conclusion of an Agreement guaranteeing investments of American nationals in Rwanda as contained in Articles 1 to 8 of your note, and with reference to the aide-mémoire [1] appended to that note, I have the honor to inform you that the proposed agreement has the approval of the Government of Rwanda and can be considered already in force.

<sup>1</sup> Not printed.

The ratification of this Agreement by the National Assembly will certainly take place during the first meetings of the New National Assembly.

Accept, Mr. Chargé d'Affaires, the assurances of my high consideration.

L MPAKANIYE

Lazare Mpakaniye  
*Minister of Foreign Affairs*

The CHARGÉ D'AFFAIRES AD INTERIM  
OF THE UNITED STATES OF AMERICA,  
*Kigali.*

## INDIA

### Agricultural Commodities

*Agreement supplementing the agreement of February 20, 1967,  
Signed at New Delhi June 24, 1967;  
Entered into force June 24, 1967.*

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#### SUPPLEMENTARY 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, as a supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on February 20, 1967 [<sup>1</sup>] (hereinafter referred to as the February agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the February agreement, together with the following Part II and the Convertible Local Currency Credit Annex attached hereto.

#### PART II - PARTICULAR PROVISIONS

##### Item I. Commodity Table

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
A. Convertible Local Currency Credit			
Wheat and/or wheat flour	1968	317,000	\$22.0
Ocean transportation (estimated)			2.2
Subtotal :			\$24.2

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<sup>1</sup> TIAS 6221; *ante*, p. 217.

<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)
<b>B. Local Currency Terms</b>			
Wheat and/or wheat flour	1968	808,000	\$55.8
Coarse grains	1968	375,000	19.9
Vegetable oil	1968	50,000	12.1
		Subtotal:	<u>\$87.8</u>
		Total:	<u>\$112.0</u>

Item II. Payment TermsA. Convertible Local Currency Credit

1. Initial Payment - None
2. Number of Annual Installment Payments -- 31
3. Amount of Each Installment Payment - Approximately equal annual amounts.
4. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 1 percent
6. Continuing Interest Rate - 2½ percent.

B. Local Currency Terms

1. Proportion of local currency accruals indicated for specified purposes:
  - a. United States expenditures 8 percent, of which not more than \$1,317,000 shall be sold under Section 104(j) of the Act, [¹] but the total available for United States expenditures shall be not less than the amount convertible under 2 below plus the amount sold under Section 104(j)
  - b. Section 104(e) - 5 percent
  - c. Section 104(f) loans - 87 percent, subject to reduction as may be necessary to provide the local currencies required for United States expenditures under (a) above. These funds are for financing such projects as are mutually agreed by the two Governments, but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for the self-help measures described in Item V.

<sup>¹</sup>80 Stat. 1531; 7 U.S.C. § 1704(j).

**2. Convertibility**

- a. Section 104(b) (1) purposes - \$1,756,000
- b. Section 104(b) (2) purposes - \$1,317,000
- c. \$1,317,000 less the amount sold under Section 104(j).

**Item III. Usual Marketing Table**

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing</u> Requirement (Metric Tons)
Wheat and/or wheat flour	1968	200,000

**Item IV. Export Limitation Table**

- A. The export limitation period for commodities the same as or like any particular commodity financed under this agreement shall be the period beginning on the date of this agreement and ending on the final date on which the relevant commodities financed under this agreement are being imported and utilized.
- B. During the export limitation period for vegetable oil and like commodities, Indian exports of edible vegetable oil and oil equivalent of peanuts exported for crushing, excluding handpicked selected peanuts for direct human consumption (oil value calculated at 69 percent of value of peanuts), shall be deemed consistent with the terms of this agreement, provided that the Government of India ensures 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 quantity of vegetable oil and oil equivalent of copra (oil value calculated at 92 percent of value of copra) having C.I.F. value equal to F.O.B. value of Indian exports.

**Item V. Self-Help Measures**

The February agreement contains a description of the programs related to the production of food which are being initiated or planned by the Government of India. The Government of India continues to accord high priority to the execution of these programs.

- 1. As part of its efforts to increase the domestic production of fertilizer needed to achieve its target of food sufficiency and to reduce the demand for foreign exchange, the Government of India is accelerating its efforts to assess and if feasible develop indigenous sources of phosphate rock.
- 2. The Government of India has also announced its determination to give high priority to the implementation of a massive countrywide

family planning program in order to limit the growth of population and ensure a better standard of living for its people.

3. The Government of India has announced that it is undertaking measures to systematically reduce the rate of food grain losses due to pests, particularly insects and rodents.
4. The Government of India anticipates that foodgrain acreage will increase by about 10 million acres by 1970-71 over the total area in 1964-65, while the area under cotton is expected to remain unchanged during the same period. In seeking to increase foodgrain production, the Government of India is developing and implementing a policy of announced incentive prices, improved information and extension programs, and other appropriate means.

Item VI. Proceeds to Constitute Resource  
for Economic Development

The proceeds of commodities financed under convertible local currency credit terms will constitute an additional resource for financing India's annual and long-range economic development plans, including the self-help measures set forth in this agreement.

Item VII. Other Provisions

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

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

DONE at New Delhi, India, in duplicate, this twenty-fourth day of June, 1967.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA

JOSEPH N. GREENE Jr.

FOR THE GOVERNMENT OF  
INDIA

S. JAGANNATHAN

**CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE  
AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE GOVERNMENT OF  
INDIA FOR SALES OF AGRICULTURAL COMMODITIES**

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

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

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

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and

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

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on

the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

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

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

## LESOTHO

### Peace Corps

*Agreement effected by exchange of notes  
Signed at Washington September 22, 1967;  
Entered into force September 22, 1967.*

*The American Secretary of State to the Lesotho Prime Minister*

DEPARTMENT OF STATE  
WASHINGTON  
*September 22, 1967*

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of our two governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Kingdom of Lesotho.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Kingdom of Lesotho and approved by the Government of the United States to perform mutually agreed tasks in the Kingdom of Lesotho. The Volunteers will work under the immediate supervision of governmental or private organizations in the Kingdom of Lesotho designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

2. The Government of the Kingdom of Lesotho will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in the Kingdom of Lesotho; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of the Kingdom of Lesotho will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Kingdom of Lesotho, from all other taxes

or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services, and will use its best endeavors to secure exemption from all customs duties or other charges on their personal property introduced into the Kingdom of Lesotho for their own use at or about the time of their arrival.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree are needed to enable the Volunteers to perform their tasks effectively.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Kingdom of Lesotho will receive a representative of the Peace Corps and such staff of the representative and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Kingdom of Lesotho. The Government of the Kingdom of Lesotho will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Kingdom of Lesotho, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services, and will use its best endeavors to secure exemption from all customs duties or other charges on personal property introduced into the Kingdom of Lesotho for their own use at or about the time of their arrival.

5. The Government of the Kingdom of Lesotho will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the Kingdom of Lesotho by the Government of the United States, or any contractor financed by it, for use hereunder.

6. The Government of the Kingdom of Lesotho will seek to exempt from investment and deposit requirements and currency controls all funds introduced into the Kingdom of Lesotho for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Kingdom of Lesotho at the highest rate which is not unlawful in the Kingdom of Lesotho.

7. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in the Kingdom of Lesotho as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Accept, Excellency, the assurances of my highest consideration.

For the Secretary of State:

JACK H. VAUGHN

His Excellency

Chief LEABUA JONATHAN,

*Prime Minister of the  
Kingdom of Lesotho.*

*The Lesotho Prime Minister to the American Secretary of State*

SEPTEMBER 22, 1967

SIR:

I have the honor to refer to your note of today's date which reads as follows:

"I have the honor to refer to recent conversations between representatives of our two governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in the Kingdom of Lesotho.

"1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of the Kingdom of Lesotho and approved by the Government of the United States to perform mutually agreed tasks in the Kingdom of Lesotho. The Volunteers will work under the immediate supervision of governmental or private organizations in the Kingdom of Lesotho designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks.

"2. The Government of the Kingdom of Lesotho will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in the Kingdom of Lesotho; and fully inform,

consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of the Kingdom of Lesotho will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside the Kingdom of Lesotho, from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services, and will use its best endeavors to secure exemption from all customs duties or other charges on their personal property introduced into the Kingdom of Lesotho for their own use at or about the time of their arrival.

"3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree are needed to enable the Volunteers to perform their tasks effectively.

"4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of the Kingdom of Lesotho will receive a representative of the Peace Corps and such staff of the representative and such personnel of the United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of the Kingdom of Lesotho. The Government of the Kingdom of Lesotho will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside the Kingdom of Lesotho, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services, and will use its best endeavors to secure exemption from all customs duties or other charges on personal property introduced into the Kingdom of Lesotho for their own use at or about the time of their arrival.

"5. The Government of the Kingdom of Lesotho will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in the Kingdom of Lesotho by the Government of the United States, or any contractor financed by it, for use hereunder.

"6. The Government of the Kingdom of Lesotho will seek to exempt from investment and deposit requirements and currency controls all funds introduced into the Kingdom of Lesotho for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of the Kingdom of Lesotho at the highest rate which is not unlawful in the Kingdom of Lesotho.

"7. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in the Kingdom of Lesotho as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

"I have the further honor to propose that, if these understandings are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it."

I have the honor to confirm that the foregoing understandings are acceptable to the Government of the Kingdom of Lesotho. Accordingly, your note and this note shall constitute an agreement between our two governments which shall enter into force on today's date.

Accept, Sir, the assurances of my highest consideration.

LEABUA JONATHAN

The Honorable  
DEAN RUSK,  
*Secretary of State of  
the United States of America.*

## BOLIVIA

### Air Transport Services

*Agreement amending the agreement of September 29, 1948.  
Effectuated by exchange of notes  
Signed at La Paz May 4 and 17, 1967;  
Entered into force May 17, 1967.*

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*The American Ambassador to the Bolivian Minister of Foreign Relations  
and Worship*

No. 256

LA PAZ, May 4, 1967

EXCELLENCY:

I have the honor to refer to the Air Transport Services Agreement between the Government of the United States of America and the Government of the Republic of Bolivia which was signed at La Paz on September 29, 1948. [ ] Section II of the Annex to that Agreement states that the routes to be operated by Bolivia will be the subject of further discussions when Bolivia resolves to initiate such operations.

A Bolivian airline now has been designated by the Government of Bolivia to establish scheduled services to the United States. Accordingly, I propose that Section II of the Annex be amended by the deletion of the text "(the routes to be operated by Bolivia will be the subject of further discussion when Bolivia resolves to initiate such operations)", and the substitution of the following therefor: "in both directions: From Bolivia to Miami via intermediate points in South America and Panama."

"On each of the above routes the airlines authorized to operate<sup>1</sup> a specified route may operate non-stop flights between any of the points on such route, thus omitting stops at one or all of the other points on such route."

I have the honor to propose that, if the foregoing is agreeable to the Government of Bolivia, the present note and your reply to that effect be regarded as constituting an amendment to the aforementioned Agreement.

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<sup>1</sup> TIAS 5507; 14 UST 2209.

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

DOUGLAS HENDERSON

His Excellency

**ALBERTO CRESPO GUTIÉRREZ**

*Minister of Foreign Relations and Worship  
La Paz*

*The Bolivian Under Secretary of Foreign Relations and Worship to the  
American Ambassador*

REPUBLICA DE BOLIVIA  
MINISTERIO DE RELACIONES  
EXTERIORES Y CULTO

Nº. N.A. 111/39

LA PAZ, 17 de mayo de 1967.

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de su atenta nota N°. 256, de 4 del corriente, en la que Vuestra Excelencia, refiriéndose al Convenio para Servicios de Transporte Aéreo suscrito entre los Gobiernos de Bolivia y Estados Unidos de América, el 29 de Septiembre de 1948, propone que la Sección II del Anexo, que especifica las rutas, sea modificada mediante la eliminación del texto "(las rutas que serán operadas por Bolivia deberán ser motivo de posteriores conversaciones)" y substituyéndolo por: "en ambas direcciones: de Bolivia Miami vía puntos intermedios en la América del Sur y Panamá". "En cada una de las rutas citadas las aerolíneas autorizadas para operar en una determinada ruta, podrán operar vuelos sin paradas entre cualquiera de los puntos de dicha ruta, omitiendo así paradas en uno o todos los otros puntos de la ruta".

Habiéndose autorizado a una empresa nacional para que establezca servicios regulares de transporte aéreo a los Estados Unidos de América, el Gobierno de Bolivia otorga su aprobación a lo anteriormente expresado y considera que el texto de esta nota y el de la N°. 256 de la Embajada de los Estados Unidos de América constituyen acuerdo entre ambos Gobiernos para que el anexo del citado Convenio quede modificado en la forma arriba indicada.

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

WALTER MONTENEGRO

Walter Montenegro  
Subsecretario de Relaciones Exteriores  
y Culto

Al Excelentísimo señor,  
DOUGLAS HENDERSON,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
Presente.*

*Translation*

REPUBLIC OF BOLIVIA  
—  
MINISTRY OF FOREIGN  
RELATIONS AND WORSHIP

No. N. A. 111/39

LA PAZ, May 17, 1967

MR. AMBASSADOR:

I have the honor to acknowledge receipt of your note No. 256 dated the 4th of this month, in which Your Excellency, referring to the Air Transport Services Agreement concluded between the Government of Bolivia and the Government of the United States of America on September 29, 1948, proposes that Section II of the Annex, which specifies the routes, be amended by the deletion of the text "(the routes to be operated by Bolivia will be the subject of further discussion)" and the substitution of the following therefor: "in both directions: From Bolivia Miami via intermediate points in South America and Panama." "On each of the above routes the airlines authorized to operate on a specified route may operate non-stop flights between any of the points on such route, thus omitting stops at one or all of the other points on such route."

A national company having been authorized to establish scheduled air transport services to the United States of America, the Government of Bolivia gives its approval to the foregoing and regards the text of this note and that of note No. 256 of the Embassy of the United States of America as constituting an agreement between the two Governments to the amendment of the Annex to the aforesaid Agreement in the manner indicated above.

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

WALTER MONTE NEGRO

Walter Montenegro  
*Under Secretary of Foreign  
Relations and Worship*

His Excellency

DOUGLAS HENDERSON,

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

TIAS 6340

# FEDERAL REPUBLIC OF GERMANY

## Copyright

*Agreement effected by exchange of notes  
Signed at Washington November 20, 1964 and July 12, 1967;  
Entered into force July 12, 1967.*

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*The Ambassador of the Federal Republic of Germany to  
the Secretary of State*

EMBASSY  
OF THE  
FEDERAL REPUBLIC OF GERMANY  
WASHINGTON, D.C.

NOVEMBER 20, 1964

EXCELLENCY:

I have the honor to inform you that the attention of the Federal Republic of Germany has been invited to paragraph (b), section 9 of title 17 of the United States Code, codified and enacted into law by the act of Congress approved July 30, 1947 (61 Stat. 652). This law provides for extending the time for the fulfillment of the conditions and formalities prescribed by the copyright laws of the United States in the case of authors, copyright owners, or proprietors of works first produced or published outside the United States of America who are or may have been temporarily unable to comply with those conditions and formalities because of the disruption or suspension of the facilities essential for their compliance.

My Government has requested me to inform you that, by reason of the conditions arising out of World War II, German authors, copyright owners, and proprietors of works subject to copyright or to renewal of copyright under the laws of the United States have lacked the facilities essential to compliance with and to the fulfillment of the conditions and formalities established by the laws of the United States of America relating to copyright. This situation existed for several years since September 3, 1939.

It is the desire of the Government of the Federal Republic of Germany that, in accordance with the procedure provided in the above-mentioned paragraph (b), section 9 of title 17 of the United States Code, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of German citizens whose works are eligible for copyright in the United States.

With the view of assuring the Government of the United States of America of the existence in the Federal Republic of Germany (including Land Berlin) of reciprocal copyright protection for authors, copyright owners and proprietors who are citizens of the United States, my government has requested me to invite your attention to the copyright agreement between Germany and the United States of America signed at Washington on January 15, 1892,[<sup>1</sup>] and to the German Law of May 18, 1922, for the Protection of Copyright of Nationals of the United States of America (Reichsgesetzblatt, Part II, 1922, page 129). Further, a letter from the Chancellor of the German Federal Republic of Germany to the Chairman of the Allied High Commission, dated February 6, 1950,[<sup>2</sup>] indicated that the Federal Republic of Germany continues to consider such agreement as being in force and that the Law of May 18, 1922, continues to apply. The letter established the mutual understanding that reciprocal copyright relations continued in effect between the Federal Republic of Germany (including Land Berlin) and the United States of America.

Also, pursuant to Article 2 of Law No. 8, Industrial, Literary and Artistic Property Rights of Foreign Nations and Nationals, promulgated by the Allied High Commission for Germany on October 20, 1949,[<sup>3</sup>] literary or artistic property rights in Germany owned by United States nationals at the commencement of or during the state of war between Germany and the United States of America which were transferred, seized, requisitioned, revoked or otherwise impaired by war measures, whether legislative, judicial or administrative, were, upon request made prior to October 3, 1950, restored to such United States nationals or their legal successors. Further, pursuant to Article 5 of Law No. 8, any literary or artistic right in Germany owned by a United States national at the commencement of or during the state of war was, upon request made prior to October 3, 1950, extended in term for a period corresponding to the inclusive time from the date of the commencement of the state of war, or such later date on which such right came into existence, to September 30, 1949; and United States authors accordingly have suffered no prejudice to their rights in Germany because of the war.

Therefore the Government of the Federal Republic of Germany would appreciate it if the President of the United States would proclaim, in accordance with the aforesaid title 17 of the United States Code, that, by reason of the disruption or suspension of facilities during several years of the time after September 3, 1939, German citizens who were authors, copyright owners, or proprietors of works first produced or published outside the United States and subject to copyright or renewal of copyright under the laws of the United States were

<sup>1</sup> TS 100.

<sup>2</sup> Not printed.

<sup>3</sup> Department of State Bulletin, Dec. 26, 1949, p. 986.

temporarily unable to comply with the conditions and formalities prescribed with respect to such works by the copyright laws of the United States, and that the time within which compliance with the conditions and formalities may be fulfilled is extended for German citizens.

Please find attached an official German text of this note.<sup>[1]</sup>

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

H. KNAPPSTEIN

1 enclosure [1]

His Excellency

DEAN RUSK

*Secretary of State*

*Department of State*

*Washington, D.C.*

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*The Secretary of State to the Ambassador of the Federal Republic of Germany*

DEPARTMENT OF STATE

WASHINGTON

*July 12, 1967*

EXCELLENCE:

I have the honor to acknowledge the receipt of your note of November 20, 1964, in which you refer to paragraph (b), section 9 of title 17 of the United States Code, codified and enacted into positive law by the act of Congress approved July 30, 1947.

You state that for several years after September 3, 1939, by reason of conditions arising out of World War II, German authors, copyright owners, and proprietors lacked the facilities essential to compliance with and to the fulfillment of the conditions and formalities established by the laws of the United States of America relating to copyright.

You express the desire of the Government of the Federal Republic of Germany that, in accordance with the procedure provided in the above-mentioned paragraph (b), section 9 of title 17 of the United States Code, the time for fulfilling the conditions and formalities of the copyright laws of the United States of America be extended for the benefit of German citizens whose works are eligible for copyright in the United States of America.

You assure my Government of the existence in the Federal Republic of Germany of reciprocal copyright protection for American authors, copyright owners, and proprietors. You cite the circumstances under

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<sup>1</sup> Not printed.

which American authors have suffered no prejudice to their rights in the Federal Republic of Germany because of the war. You add that the German copyright laws and our copyright agreement of 1892 continue in force.

I have the honor to inform you that, on the basis of the assurances set forth in your note, the President today has issued a proclamation,[<sup>1</sup>] a copy of which is annexed hereto, giving effect to the extension proposed in your note, pursuant to and in accordance with the provisions of paragraph (b), section 9 of the aforesaid title 17. I confirm that the terms of this Presidential Proclamation will also apply to German citizens resident in Berlin.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Enclosure:  
Copy of Proclamation.

His Excellency

HEINRICH KNAPPSTEIN,  
*Ambassador of the Federal Republic of Germany.*

[No. 3792]

## COPYRIGHT EXTENSION: GERMANY

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the President is authorized, in accordance with the conditions prescribed in Section 9 of Title 17 of the United States Code, which includes the provisions of the act of Congress approved March 4, 1909, 35 Stat. 1075, as amended by the act of September 25, 1941, 55 Stat. 732, to grant an extension of time for fulfillment of the conditions and formalities prescribed by the copyright laws of the United States of America, with respect to works first produced or published outside the United States of America and subject to copyright or to renewal of copyright under the laws of the United States of America, by

<sup>1</sup> For the text as printed in 32 Federal Register 10341, see *infra*.

nationals of countries which accord substantially equal treatment to citizens of the United States of America; and

WHEREAS satisfactory official assurances have been received that, since April 15, 1892, citizens of the United States have been entitled to obtain copyright in Germany for their works on substantially the same basis as German citizens without the need of complying with any formalities, provided such works secured protection in the United States; and

WHEREAS, pursuant to Article 2 of the Law No. 8, Industrial, Literary and Artistic Property Rights of Foreign Nations and Nationals, promulgated by the Allied High Commission for Germany on October 20, 1949, literary or artistic property rights in Germany owned by United States nationals at the commencement of or during the state of war between Germany and the United States of America which were transferred, seized, requisitioned, revoked or otherwise impaired by war measures, whether legislative, judicial or administrative, were, upon request made prior to October 3, 1950, restored to such United States nationals or their legal successors; and

WHEREAS, pursuant to Article 5 of the aforesaid law, any literary or artistic property right in Germany owned by a United States national at the commencement of or during the state of war between Germany and the United States of America was, upon request made prior to October 3, 1950, extended in term for a period corresponding to the inclusive time from the date of the commencement of the state of war, or such later date on which such right came in existence, to September 30, 1949; and

WHEREAS, by virtue of a proclamation by the President of the United States of America dated May 25, 1922, 42 Stat. 2271, German citizens are and have been entitled to the benefits of the act of Congress approved March 4, 1909, 35 Stat. 1075, as amended, including the benefits of Section 1(e) of the aforementioned Title 17 of the United States Code; and

WHEREAS, a letter of February 6, 1950, from the Chancellor of the Federal Republic of Germany to the Chairman of the Allied High Commission for Germany established the mutual understanding that reciprocal copyright relations continued in effect between the Federal Republic of Germany and the United States of America:

Now, THEREFORE, I, LYNDON B. JOHNSON, President of the United States of America, by virtue of the authority vested in me by Section 9 of Title 17 of the United States Code, do declare and proclaim:

(1) That, with respect to works first produced or published outside the United States of America: (a) where the work was subject to copyright under the laws of the United States of America on or after September 3, 1939, and on or before May 5, 1956, by an author or other owner who was then a German citizen; or (b) where the work was subject to renewal of copyright under the laws of the United States of

America on or after September 3, 1939, and on or before May 5, 1956, by an author or other person specified in Sections 24 and 25 of the aforesaid Title 17 who was then a German citizen, there has existed during several years of the aforementioned period such disruption and suspension of facilities essential to compliance with conditions and formalities prescribed with respect to such works by the copyright law of the United States of America as to bring such works within the terms of Section 9(b) of the aforesaid Title 17; and

(2) That, in view of the reciprocal treatment accorded to citizens of the United States by the Federal Republic of Germany, the time within which persons who are presently German citizens may comply with such conditions and formalities with respect to such works is hereby extended for one year after the date of this proclamation.

It shall be understood that the term of copyright in any case is not and cannot be altered or affected by this proclamation. It shall also be understood that, as provided by Section 9(b) of Title 17, United States Code, no liability shall attach under that title for lawful uses made or acts done prior to the effective date of this proclamation in connection with the above-described works, or with respect to the continuance for one year subsequent to such date of any business undertaking or enterprise lawfully undertaken prior to such date involving expenditure or contractual obligation in connection with the exploitation, production, reproduction, circulation or performance of any such works.

IN WITNESS WHEREOF, I have hereunto set my hand this twelfth day of July in the year of our Lord nineteen hundred and sixty-seven, and of the Independence of the United States of America the one hundred and ninety-second.

LYNDON B. JOHNSON

# INDIA

## Agricultural Commodities

*Agreement supplementing the agreement of February 20, 1967, as supplemented.*

*Signed at New Delhi September 12, 1967;  
Entered into force September 12, 1967.*

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### SUPPLEMENTARY 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, as a second supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on February 20, 1967 [¹] (hereinafter referred to as the February Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the February Agreement, together with the Convertible Local Currency Credit Annex of the June 24, 1967 Agreement [²] and the following Part II:

#### PART II - PARTICULAR PROVISIONS

Item I. Commodity Table

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Millions)
A. Convertible Local Currency Credit			
Wheat and/or wheat flour	1968	274,000 Metric Tons	\$17. 0
Ocean Transportation (estimated)			2. 0
		Subtotal:	\$19. 0
B. Local Currency Terms			
Wheat and/or wheat flour	1968	626,000 Metric Tons	\$39. 7
Grain Sorghums	1968	100,000 Metric Tons	5. 0
Soybean and/or Cotton-seed oil	1968	70,000 Metric Tons	16. 5
Cotton (Extra long staple)	1968	30,000 Bales	6. 3
		Subtotal:	\$67. 5
		TOTAL:	\$86. 5

<sup>1</sup> TIAS 6221; *ante*, p. 217.

<sup>2</sup> TIAS 6338; *ante*, p. 2351.

Item II. Payment TermsA. Convertible Local Currency Credit

1. Initial Payment – None
2. Number of Installment Payments – 31
3. Amount of Each Installment Payment – Approximately equal annual amounts
4. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 1 percent
6. Continuing Interest Rate – 2½ percent

B. Local Currency

1. Proportion of local currency accruals indicated for specified purposes:
  - a. United States expenditure – 8 percent
  - b. Section 104(e) – 5 percent
  - c. Section 104(f) loans – 87 percent, subject to reduction as may be necessary to provide the local currencies required for United States expenditures under a. above. These funds are for financing such projects as are mutually agreed by the two Governments, but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for the self-help measures described in Item V.
2. Convertibility
  - a. Section 104(b)(1) purposes – \$1,350,000
  - b. Section 104(b)(2) purposes – \$1,010,000

Item III. Usual Marketing Table

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement</u>
Cotton	1968	350,000 (US) Bales
Wheat and/or wheat flour	1968	200,000 Metric Tons

Item IV. Export LimitationsA. Export Limitation Period

The export limitation period for commodities the same as or like any particular commodity financed under this agreement (other than vegetable oil) shall be the period beginning on the date of this agreement and ending on the final date on which the relevant commodities financed under this agreement are being imported and utilized.

B. Permissible Exports

During United States Fiscal Year 1968, and during any subsequent United States Fiscal Year in which vegetable oils are being imported

or utilized under this agreement, Indian exports of edible vegetable oil and oil equivalent of peanuts exported for crushing, excluding hand-picked selected peanuts for direct human consumption (oil value calculated at 69 percent of value of peanuts), shall be deemed consistent with the terms of this agreement, provided that the Government of India ensures 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 quantity of vegetable oil and oil equivalent of copra (oil value calculated at 92 percent of value of copra) having C.I.F. value equal to F.O.B. value of Indian exports.

India will not export extra long staple cotton, either of domestic or foreign origin, during United States Fiscal Year 1968 or during any subsequent United States Fiscal Year in which extra long staple cotton under this agreement is being imported.

Should Indian exports of cotton textiles made from extra long staple cotton during any United States Fiscal Year that extra long staple cotton is being imported under this Agreement exceed the average level of such exports during United States Fiscal Years 1963, 1964 and 1965, the Government of India will procure and import with its own resources from the United States an equivalent weight of extra long staple raw cotton content of such excess exports of textiles made from extra long staple cotton. These additional imports are to be over and above established usual marketings for raw cotton specified in the usual marketing table above.

#### Item V. Self-Help Measures

The February and June Agreements contain a description of the programs related to the production of food which are being initiated or planned by the Government of India. The Government of India continues to accord high priority to the execution of these programs.

#### Item VI. Proceeds to Constitute Resources for Economic Development

The proceeds of commodities financed under convertible local currency credit terms will constitute an additional resource for financing India's annual and long-range economic development plans, including the self-help measures set forth in the February and June Agreements.

#### Item VII. Other Provisions

In addition to any local currency authorized for sale under Section 104(j) of the Act,<sup>[1]</sup> the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover only travel by persons who are traveling

<sup>[1]</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which rupees may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE at New Delhi, India, in duplicate, this twelfth day of September, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

CHESTER BOWLES

FOR THE GOVERNMENT  
OF INDIA

P. GOVINDAN NAIR

# PHILIPPINES

## Trade in Cotton Textiles

*Agreement amending the agreement of February 24, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Washington September 21, 1967;*

*Entered into force September 21, 1967.*

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*The Secretary of State to the Philippine Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
*Sep 21 1967*

SIR:

I refer to recent discussions in Washington relating to the Bilateral Agreement on Trade in Cotton Textiles between the United States of America and the Philippines effected by an exchange of notes at Washington on February 24, 1964. [<sup>1</sup>]

Because of the special circumstances mentioned in these discussions, the Government of the United States of America proposes that during calendar year 1967:

1. To offset shipments in excess of the limits applicable for exports in the non-traditional categories during calendar year 1966, exports of cotton textiles in non-traditional categories from the Philippines to the United States shall be limited to a total of 16,989,666 square yards, 953,522 yards below the level provided for in paragraphs 3 and 7 of the Agreement of February 24, 1964. Insofar as possible, this reduction shall be made in exports in categories 9, 22, 26 and 62.

2. Within the 1967 limit for non-traditional categories provided for in paragraph 1 above, the exports of cotton textiles from the Philippines to the United States shall not exceed the following amounts in the following categories:

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<sup>1</sup> TIAS 5519, 5886; 15 UST 89; 16 UST 1644.

Category

9	1,000,000 square yards
22	1,000,000 square yards
	1,000,000 square yards (of which not more than 300,000 square yards may be in duck)
61	1,550,000 dozen
62	100,000 dozen

If the foregoing proposal is acceptable to the Government of the Republic of the Philippines, my Government will consider this note and your affirmative reply as constituting an agreement between our two Governments further amending the cotton textile agreement of February 24, 1964, as amended.

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

For the Secretary of State:

ANTHONY M. SOLOMON

The Honorable

Dr. JOSE F. IMPERIAL

*Chargé d'Affaires ad interim  
of the Philippines*

*The Philippine Chargé d'Affaires ad interim to the Secretary of State*

EMBASSY OF THE PHILIPPINES  
WASHINGTON, D.C.  
*September 21, 1967*

EXCELLENCY:

I have the honor to refer to your note of September 21, 1967 relating to the Bilateral Agreement on Trade in Cotton Textiles between the United States of America and the Philippines of February 24, 1964 which reads as follows:

"SIR:

"I refer to recent discussions in Washington relating to the Bilateral Agreement on Trade in Cotton Textiles between the United States of America and the Philippines effected by an exchange of notes at Washington on February 24, 1964.

"Because of the special circumstances mentioned in these discussions, the Government of the United States of America proposes that during calendar year 1967:

"1. To offset shipments in excess of the limits applicable for exports in the non-traditional categories during calendar year 1966, exports of cotton textiles in non-traditional categories from

the Philippines to the United States shall be limited to a total of 16,989,666 square yards, 953,522 yards below the level provided for in paragraphs 3 and 7 of the Agreement of February 24, 1964. Insofar as possible, this reduction shall be made in exports in categories 9, 22, 26 and 62.

"2. Within the 1967 limit for non-traditional categories provided for in paragraph 1 above, the exports of cotton textiles from the Philippines to the United States shall not exceed the following amounts in the following categories:

<u>Category</u>	
9	1,000,000 square yards
22	1,000,000 square yards
26	1,000,000 square yards (of which not more than 300,000 square yards may be in duck)
61	1,550,000 dozen
62	100,000 dozen

"If the foregoing proposal is acceptable to the Government of the Republic of the Philippines, my Government will consider this note and your affirmative reply as constituting an agreement between our two Governments further amending the cotton textile agreement of February 24, 1964, as amended.

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

I have the honor to confirm on behalf of the Government of the Republic of the Philippines the proposals set forth in your note.

Accordingly your note and this reply shall constitute an agreement between our two Governments further amending the cotton textile agreement of February 24, 1964, as amended.

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

J F IMPERIAL

Jose F. Imperial  
*Charge d'Affaires ad interim*

His Excellency  
DEAN RUSK

*Secretary of State  
Washington, D.C.*

# PHILIPPINES

## Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington September 21, 1967;  
Date of entry into force January 1, 1968.*

*The Secretary of State to the Philippine Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
*Sep 21 1967*

SIR:

I refer to the recent discussions held in Washington between representatives of our two Governments concerning exports of cotton textiles from the Philippines to the United States. In accordance with these discussions, I propose the following agreement:

1. The Governments reiterate their recognition as set forth in the cotton textile agreement between them of February 24, 1964,[<sup>1</sup>] that substantially all the exports of cotton textiles from the Philippines to the United States in categories 52, 53, 54, 59 and 63 consist of infants' wear produced by the Philippine cottage industry and traditionally part of the Special United States-Philippine cotton textile trade. The Governments also recognize that Philippine exports to the United States in Category 62 consist of the same type of infants' wear, and agree that this category shall be included in this group of traditional categories, Group A. The two Governments agree that the annual trade in these traditional trade categories approximates the following pattern:

Group A	Dozens	Square Yards Equivalent
52	25,000	363,250
53	475,000	21,517,500
54	105,000	2,625,000
59	75,000	1,200,000
62	100,000	800,400
63	1,020,000	8,164,080
Total	1,800,000	34,670,230

<sup>1</sup> TIAS 5519, 5886, 6343; 15 UST 89; 16 UST 1644; *ante*, p. 2376.

2. In the event that the Government of the Republic of the Philippines desires to permit exports in the traditional categories enumerated in paragraph 1 to exceed in any calendar year 110 percent of the levels of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 8), it shall so notify the Government of the United States of America. Upon receipt of such notification, the Government of the United States of America may request consultations on the matter if, in its view, the proposed export levels would constitute an undue concentration of trade threatening to cause a disruption of the United States market in these categories. The Government of the United States of America shall accompany its request for consultations with detailed information on the condition of the United States market in the category or categories in question. The Government of the Republic of the Philippines shall agree to enter into such consultations, and during the course thereof the Government of the Republic of the Philippines shall limit its exports on an annual basis in the categories in question to 110 percent of the level of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 8).

3. During calendar year 1968, the first agreement year, the Government of the Republic of the Philippines shall limit its exports to the United States in all categories of cotton textiles, except those enumerated in paragraph 1, to an aggregate limit of 22.3 million square yards equivalent.

4. Within the aggregate limit, the following group limits shall apply for the first agreement year:

Group B. Made-ups, Non-traditional Apparel, and Miscellaneous, (Categories 28-51, 55-58, 61 and 64) 17.8 million square yards equivalent

Group C. Yarn and Fabric, Categories 1-27, 4.5 million square yards equivalent.

5. Within the aggregate limit specified in paragraph 3 and the applicable Group limit specified in paragraph 4, the following specific limits shall apply for the first agreement year:

<u>Group B.</u>	<u>Dozens</u>	<u>Square Yards Equivalent</u>
32 (handkerchiefs)	3,000,000	4,980,000
39	275,000	969,925
42	30,000	217,020
43	60,000	434,040
45	30,000	665,580
46	10,000	244,570
50	10,000	177,970
51	10,000	177,970
60	8,500	441,660
61	1,550,000	7,362,500

<u>Group C.</u>	<u>Square Yards Equivalent</u>
9	1, 250, 000
22	1, 500, 000
26	1, 250, 000 (Of which not more than 300,000 square yards may be in duck.)

6. Within the aggregate limit, the limit for Group B may be exceeded by not more than 5 percent, and the limit for Group C may be exceeded by not more than 10 percent. Within the applicable group limits, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

7. (a) For any agreement year after the first agreement year and immediately following a year of a shortfall in non-traditional categories (i.e., a year in which cotton textile exports from the Philippines to the United States in the B and C groups were below the aggregate limit for the B and C groups and any group and specific limits applicable to the category concerned) the Government of the Republic of the Philippines may permit exports to exceed the aggregate, group and specific limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 6, and shall not be used to exceed the limits in paragraph 9.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 6.

(c) The carryover shall be in addition to the exports permitted in paragraph 6.

8. In the second and third agreement year the limitations on exports established by paragraphs 3, 4, 5 and 9, and the levels of traditional trade categories enumerated in paragraph 1, shall be increased by 5 percent of the corresponding level for the preceding year, the latter level not to include any adjustment under paragraphs 6 or 7.

9. (a) Within the group limit for the B and C groups the square yard equivalent of any shortfalls occurring in exports in the categories

given specific limits may be used in any category not given a specific limit.

(b) In the event the Government of the Philippines desires to permit exports during any agreement year of more than the level of the consultation limit in any category in Group B or in Group C not having a specific limit, the Government of the Philippines shall request consultation with the Government of the United States of America on this question. For the first agreement year the level of the consultation limit for each category in Group B not having a specific limit shall be 350,000 square yards equivalent, and for each category in Group C not having a specific limit it shall be 500,000 square yards equivalent. The Government of the United States of America shall enter into such consultations and, during the course thereof, shall provide the Government of the Philippines with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Philippines shall continue to limit exports in that category for that agreement year to the consultation limit.

(c) In the event concentration of exports from the Philippines to the United States of apparel items made of a particular fabric not of United States origin causes or threatens to cause market disruption in the United States, the Government of the United States of America may call for consultations with the Government of the Republic of the Philippines in order to reach a mutually satisfactory solution to the problem. The Government of the Philippines shall agree to enter into such consultations, and, during the course thereof, shall limit its exports of the item in question to an annual level of 105 percent of its exports of that item during the 12-month period immediately preceding the month in which consultations are requested.

10. The Government of the Republic of the Philippines 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.

11. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this Agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether a weight or value criterion is used, the chief value criterion applied by the Government of the United States of America shall apply.

12. For the duration of this Agreement, the Government of the United States of America shall not limit the importation of cotton textiles from the Philippines to levels lower than those provided in this Agreement.

13. The Governments agree to consult on any question arising in the implementation of this Agreement.

14. The Governments agree that this Agreement, while governing trade in cotton textiles, does not prejudice any interpretations by either Government of the Agreement between the United States of America and the Republic of the Philippines Concerning Trade and Related Matters signed at Washington on September 6, 1955.<sup>[1]</sup>

15. This Agreement shall enter into force on January 1, 1968, and continue in force through December 31, 1970, provided that either Government may propose revisions in the terms of the Agreement no later than 90 days prior to the beginning of a new 12-month period. Either Government may terminate this Agreement effective at the end of calendar years 1968 or 1969 by written notice to the other Government given at least 90 days prior to the end of either calendar year; provided that such termination shall not operate to prejudice the ability of the Philippines to export cotton textiles to the United States in amounts preserving its proportionate share of the United States market as represented by the level specified in this Agreement for the calendar year in which the Agreement is terminated.

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.

If the foregoing proposal is acceptable to the Government of the Republic of the Philippines, my Government will consider this note and your affirmative reply, as constituting an agreement between our two Governments on the matter.

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

For the Secretary of State:

ANTHONY M. SOLOMON

The Honorable

DR. JOSE F. IMPERIAL

*Charge d'Affaires ad interim  
of the Philippines*

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<sup>1</sup> TIAS 3348; 6 UST 2981.

ANNEX A

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Yarn, carded, singles	Lb.	4. 6
2	Yarn, carded, plied	Lb.	4. 6
3	Yarn, combed, singles	Lb.	4. 6
4	Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	1. 0
6	Gingham, combed	Syd.	1. 0
7	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
50	Trousers, slacks and shorts (outer), not knit, men's and boys'	Doz.	17. 797

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
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

*The Philippine Chargé d'Affaires ad interim to the Secretary of State*

**EMBASSY OF THE PHILIPPINES**  
**WASHINGTON, D.C.**  
*September 21, 1967*

**EXCELLENCY:**

I have the honor to refer to your note of September 21, 1967 proposing an Agreement between our two Governments concerning exports of cotton textiles from the Philippines to the United States which reads as follows:

"Sir:

"I refer to the recent discussions held in Washington between representatives of our two Governments concerning exports of cotton textiles from the Philippines to the United States. In accordance with these discussions, I propose the following agreement:

"1. The Governments reiterate their recognition as set forth in the cotton textile agreement between them of February 24, 1964, that substantially all the exports of cotton textiles from the Philippines to the United States in categories 52, 53, 54, 59 and 63 consist of infants' wear produced by the Philippine cottage industry and traditionally part of the special United States-Philippine cotton textile trade. The Governments also recognize that Philippine exports to the United States in Category 62 consist of the same type of infants' wear, and agree that this category shall be included in this group of traditional categories, Group A. The two Governments agree that the annual trade in these traditional trade categories approximates the following pattern:

<u>Group A</u>	<u>Dozens</u>	<u>Square Yards Equivalent</u>
52	25,000	363,250
53	475,000	21,517,500
54	105,000	2,625,000
59	75,000	1,200,000
62	100,000	800,400
63	1,020,000	8,164,080
 <b>Total</b>	 <b>1,800,000</b>	 <b>34,670,230</b>

"2. In the event that the Government of the Republic of the Philippines desires to permit exports in the traditional categories enumerated in paragraph 1 to exceed in any calendar year 110 percent of the levels of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 8), it shall so notify the Government of the United States of America. Upon receipt of such notification, the Government of the United States of America may

request consultations on the matter if, in its view, the proposed export levels would constitute an undue concentration of trade threatening to cause a disruption of the United States market in these categories. The Government of the United States of America shall accompany its request for consultations with detailed information on the condition of the United States market in the category or categories in question. The Government of the Republic of the Philippines shall agree to enter into such consultations, and during the course thereof the Government of the Republic of the Philippines shall limit its exports on an annual basis in the categories in question to 110 percent of the level of traditional trade enumerated in paragraph 1 (as adjusted pursuant to paragraph 8).

“3. During calendar year 1968, the first agreement year, the Government of the Republic of the Philippines shall limit its exports to the United States in all categories of cotton textiles, except those enumerated in paragraph 1, to an aggregate limit of 22.3 million square yards equivalent.

“4. Within the aggregate limit, the following group limits shall apply for the first agreement year:

“Group B. Made-ups, Non-traditional Apparel, and Miscellaneous, (Categories 28–51, 55–58, 61 and 64) 17.8 million square yards equivalent

“Group C. Yarn and Fabric, Categories 1–27, 4.5 million square yards equivalent.

“5. Within the aggregate limit specified in paragraph 3 and the applicable Group limit specified in paragraph 4, the following specific limits shall apply for the first agreement year:

<u>“Group B.</u>	<u>Dozens</u>	<u>Square Yards Equivalent</u>
32 (handkerchiefs)	3,000,000	4,980,000
39	275,000	969,925
42	30,000	217,020
43	60,000	434,040
45	30,000	665,580
46	10,000	244,570
50	10,000	177,970
51	10,000	177,970
60	8,500	441,660
61	1,550,000	7,362,500

<u>“Group C.</u>	<u>Square Yards Equivalent</u>
9	1,250,000
22	1,500,000
26	1,250,000 (Of which not more than 300,000 square yards may be in duck.)

“6. Within the aggregate limit, the limit for Group B may be exceeded by not more than 5 percent, and the limit for Group C may be exceeded by not more than 10 percent. Within the applicable group limits, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

“7. (a) For any agreement year after the first agreement year and immediately following a year of a shortfall in non-traditional categories (i.e., a year in which cotton textile exports from the Philippines to the United States in the B and C groups were below the aggregate limit for the B and C groups and any group and specific limits applicable to the category concerned) the Government of the Republic of the Philippines may permit exports to exceed the aggregate, group and specific limits by carryover in the following amounts and manner:

“(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

“(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

“(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 6, and shall not be used to exceed the limits in paragraph 9.

“(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 6.

“(c) The carryover shall be in addition to the exports permitted in paragraph 6.

“8. In the second and third agreement year the limitations on exports established by paragraphs 3, 4, 5 and 9, and the levels of traditional trade categories enumerated in paragraph 1, shall be increased by 5 percent of the corresponding level for the preceding year, the latter level not to include any adjustment under paragraphs 6 or 7.

“9. (a) Within the group limit for the B and C groups the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

“(b) In the event the Government of the Philippines desires to permit exports during any agreement year of more than the level of

the consultation limit in any category in Group B or in Group C not having a specific limit, the Government of the Philippines shall request consultation with the Government of the United States of America on this question. For the first agreement year the level of the consultation limit for each category in Group B not having a specific limit shall be 350,000 square yards equivalent, and for each category in Group C not having a specific limit it shall be 500,000 square yards equivalent. The Government of the United States of America shall enter into such consultations and, during the course thereof, shall provide the Government of the Philippines with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Philippines shall continue to limit exports in that category for that agreement year to the consultation limit.

“(c) In the event concentration of exports from the Philippines to the United States of apparel items made of a particular fabric not of United States origin causes or threatens to cause market disruption in the United States, the Government of the United States of America may call for consultations with the Government of the Republic of the Philippines in order to reach a mutually satisfactory solution to the problem. The Government of the Philippines shall agree to enter into such consultations, and, during the course therof, shall limit its exports of the item in question to an annual level of 105 percent of its exports of that item during the 12-month period immediately preceding the month in which consultations are requested.

“10. The Government of the Republic of the Philippines 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.

“11. Each Government agrees to supply promptly any available statistical data requested by the other Government. In the implementation of this Agreement, the system of categories and the factors for conversion into square yards equivalent set forth in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether a weight or value criterion is used, the chief value criterion applied by the Government of the United States of America shall apply.

“12. For the duration of this Agreement, the Government of the United States of America shall not limit the importation of cotton textiles from the Philippines to levels lower than those provided in this Agreement.

“13. The Governments agree to consult on any question arising in the implementation of this Agreement.

"14. The Governments agree that this Agreement, while governing trade in cotton textiles, does not prejudice any interpretations by either Government of the Agreement between the United States of America and the Republic of the Philippines Concerning Trade and Related Matters signed at Washington on September 6, 1955.

"15. This Agreement shall enter into force on January 1, 1968, and continue in force through December 31, 1970, provided that either Government may propose revisions in the terms of the Agreement no later than 90 days prior to the beginning of a new 12-month period. Either Government may terminate this Agreement effective at the end of calendar years 1968 or 1969 by written notice to the other Government given at least 90 days prior to the end of either calendar year; provided that such termination shall not operate to prejudice the ability of the Philippines to export cotton textiles to the United States in amounts preserving its proportionate share of the United States market as represented by the level specified in this Agreement for the calendar year in which the Agreement is terminated.

"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.

"If the foregoing proposal is acceptable to the Government of the Republic of the Philippines, my Government will consider this note and your affirmative reply, as constituting an agreement between our two Governments on the matter.

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

I have the honor to confirm on behalf of the Government of the Republic of the Philippines the proposals set forth in your note. Accordingly your note and this reply shall constitute an agreement between our two Governments.

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

J F IMPERIAL

Jose F. Imperial  
*Charge d'Affaires ad interim*

His Excellency  
DEAN RUSK

*Secretary of State  
Washington, D.C.*

## MULTILATERAL Whaling

*Amendments to the Schedule to the International Whaling Convention signed at Washington December 2, 1946.*

*Adopted at the Nineteenth Meeting of the International Whaling Commission, London, June 26–30, 1967;  
Entered into force October 6, 1967.*

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INTERNATIONAL WHALING COMMISSION  
EAST BLOCK, WHITEHALL PLACE, LONDON, S.W.1  
Telephone: TRAFALGAR 7711 (Extension 543)  
Chairman: W. C. TAME (U.K.) . Vice-Chairman: I. FUJITA (JAPAN)  
Secretary: R. STACEY AS. XIX 6th OCTOBER, 1967

Circular Communication to all Contracting Governments  
International Whaling Convention, 1946 [¹]  
Amendments to the Schedule

The Secretary refers to his circular communication of 7th July, 1967 [²] concerning the amendments to the Schedule to the Convention which the Commission adopted at its 19th Annual Meeting. No objections have been received to the amendments and in accordance with Article V of the Convention, they therefore become binding on all Contracting Governments as from 6th October, 1967.

The Schedule amendments are as follows:-

Paragraph 6(3) Delete the words "40° South Latitude" and insert in their place the words "the Equator".

Paragraph 6(4) Delete the words "during the 1967 season" and insert in their place "for three years beginning with the 1968 season".

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<sup>¹</sup>TIAS 1849; 62 Stat. (pt. 2) 1716.

<sup>²</sup>Not printed.

Paragraph 8(a) Delete the whole of this paragraph and insert in its place the following paragraphs:-

“(a) The number of baleen whales taken during the open season in waters south of 40° South Latitude by whale catchers attached to factory ships under the jurisdiction of the Contracting Governments shall not exceed 3,200 blue whale units in 1967/68.”

Paragraph 9(a) Delete the word “1965” in line 9 and insert in its place the word “1968”.

Paragraph 9(b) Delete the word “1965” in line 8 and insert in its place the word “1968”.

Copies of the revised Schedule incorporating these amendments will be circulated as soon as possible.

**INDONESIA**  
**Agricultural Commodities**

*Agreement signed at Djakarta September 15, 1967;  
Entered into force September 15, 1967.*

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

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

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

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<sup>¹</sup> 80 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, including the applicable annex which is an integral part of this agreement.

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

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

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

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this

agreement shall be made within the supply periods specified in the commodity table in Part II.

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

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

any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

## ARTICLE II

### A. Initial Payment

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

TIAS 6346

**B. Type of Financing**

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

**C. Deposit of Payments**

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

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

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

**ARTICLE III****A. World Trade**

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in

these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

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

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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during

the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

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

C. Self-help

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

D. Reporting

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

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

commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

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

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

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

#### E. Procedures for Reconciliation and Adjustment of Accounts

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

#### F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement..

including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

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

## PART II - PARTICULAR PROVISIONS

ITEM I. COMMODITY TABLE:

## Convertible Local Currency Credit Terms:

RICE	US FY 68	100,000 MT	\$17,000,000.00
Ocean Transportation (estimated)			<u>2,500,000.00</u>
			\$19,500,000.00

ITEM II. PAYMENT TERMS:

## Convertible Local Currency Credit

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of each Installment Payment - approximately equal annual amounts
4. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 01%
6. Continuing Interest Rate - 2-1/2%

ITEM III. USUAL MARKETING TABLE:

There are no usual marketings.

ITEM IV. EXPORT LIMITATIONS:

- A. Export Limitation Period for each commodity in Paragraph B, or any commodity which is the same as or like such commodity, shall be United States Fiscal Year 1968 (July 1, 1967 to June 30, 1968) or any subsequent specified supply period during which commodity financed under this agreement is being received and utilized.

B. For the purposes of Part I, Article III A(3), of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are:

Rice in form of paddy, brown or milled rice.

**ITEM V. SELF-HELP MEASURES:**

The Government of Indonesia agrees to:

1. Provide budget and administrative support to expand operation of the BIMAS project over 1966 level;
2. Develop credit, fertilizer and seed program to assist farmers formerly in BIMAS;
3. Develop incentive price and government purchasing program for rice which will guarantee producers a fair price in relation to cost of fertilizer, pesticides and other off-farm cost;
4. Undertake programs to improve farm-to-market roads, marketing and storage facilities consistent with the needs of expanding food production to meet domestic requirements.

**ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:**

For economic development purposes as may be mutually agreed upon including use for self-help measures included in Item V.

**PART III - FINAL PROVISIONS**

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

B. This agreement shall enter into force upon signature.

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

DONE at Djakarta, in duplicate, this fifteenth day of September , 1967.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

MARSHALL GREEN

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

ADAM MALIK

**CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE  
AGREEMENT BETWEEN THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA AND THE GOVERNMENT OF  
THE REPUBLIC OF INDONESIA FOR SALES OF AGRICUL-  
TURAL COMMODITIES**

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

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

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

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some

anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

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

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

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this

agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

## MULTILATERAL

### **Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies**

*Done at Washington, London, and Moscow January 27, 1967;  
Ratification advised by the Senate of the United States of America  
April 25, 1967;  
Ratified by the President of the United States of America May 24,  
1967;  
Ratification of the United States of America deposited at Washing-  
ton, London, and Moscow October 10, 1967;  
Proclaimed by the President of the United States of America Octo-  
ber 10, 1967;  
Entered into force October 10, 1967.*

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#### **BY THE PRESIDENT OF THE UNITED STATES OF AMERICA A PROCLAMATION**

WHEREAS the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, was signed at Washington, London, and Moscow on January 27, 1967 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;

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

TREATY ON PRINCIPLES GOVERNING THE ACTIVITIES OF STATES  
IN THE EXPLORATION AND USE OF OUTER SPACE,  
INCLUDING THE MOON AND OTHER CELESTIAL BODIES

The States Parties to this Treaty,

Inspired by the great prospects opening up before mankind  
as a result of man's entry into outer space,

Recognizing the common interest of all mankind in the progress  
of the exploration and use of outer space for peaceful purposes,

Believing that the exploration and use of outer space should  
be carried on for the benefit of all peoples irrespective of the  
degree of their economic or scientific development,

Desiring to contribute to broad international co-operation in  
the scientific as well as the legal aspects of the exploration and  
use of outer space for peaceful purposes,

Believing that such co-operation will contribute to the  
development of mutual understanding and to the strengthening of  
friendly relations between States and peoples,

Recalling resolution 1962 (XVIII), entitled "Declaration of  
Legal Principles Governing the Activities of States in the  
Exploration and Use of Outer Space", which was adopted unanimously  
by the United Nations General Assembly on 13 December 1963,

Recalling resolution 1884 (XVIII), calling upon States to refrain from placing in orbit around the Earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction or from installing such weapons on celestial bodies, which was adopted unanimously by the United Nations General Assembly on 17 October 1963,

Taking account of United Nations General Assembly resolution 110 (II) of 3 November 1947, which condemned propaganda designed or likely to provoke or encourage any threat to the peace, breach of the peace or act of aggression, and considering that the aforementioned resolution is applicable to outer space,

Convinced that a Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, will further the Purposes and Principles of the Charter of the United Nations,<sup>[1]</sup>

Have agreed on the following:

#### Article I

The exploration and use of outer space, including the moon and other celestial bodies, shall be carried out for the benefit and in the interests of all countries, irrespective of their degree of economic or scientific development, and shall be the province of all mankind.

Outer space, including the moon and other celestial bodies, shall be free for exploration and use by all States without

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<sup>1</sup> TS 993; 59 Stat. 1031.

discrimination of any kind, on a basis of equality and in accordance with international law, and there shall be free access to all areas of celestial bodies.

There shall be freedom of scientific investigation in outer space, including the moon and other celestial bodies, and States shall facilitate and encourage international co-operation in such investigation.

#### Article II

Outer space, including the moon and other celestial bodies, is not subject to national appropriation by claim of sovereignty, by means of use or occupation, or by any other means.

#### Article III

States Parties to the Treaty shall carry on activities in the exploration and use of outer space, including the moon and other celestial bodies, in accordance with international law, including the Charter of the United Nations, in the interest of maintaining international peace and security and promoting international co-operation and understanding.

#### Article IV

States Parties to the Treaty undertake not to place in orbit around the Earth any objects carrying nuclear weapons or any other kinds of weapons of mass destruction, install such weapons on celestial bodies, or station such weapons in outer space in any other manner.

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The moon and other celestial bodies shall be used by all States Parties to the Treaty exclusively for peaceful purposes. The establishment of military bases, installations and fortifications, the testing of any type of weapons and the conduct of military maneuvers on celestial bodies shall be forbidden. The use of military personnel for scientific research or for any other peaceful purposes shall not be prohibited. The use of any equipment or facility necessary for peaceful exploration of the moon and other celestial bodies shall also not be prohibited.

#### Article V

States Parties to the Treaty shall regard astronauts as envoys of mankind in outer space and shall render to them all possible assistance in the event of accident, distress, or emergency landing on the territory of another State Party or on the high seas. When astronauts make such a landing, they shall be safely and promptly returned to the State of registry of their space vehicle.

In carrying on activities in outer space and on celestial bodies, the astronauts of one State Party shall render all possible assistance to the astronauts of other States Parties.

States Parties to the Treaty shall immediately inform the other States Parties to the Treaty or the Secretary-General of the United Nations of any phenomena they discover in outer space, including the moon and other celestial bodies, which could constitute a danger to the life or health of astronauts.

**Article VI**

States Parties to the Treaty shall bear international responsibility for national activities in outer space, including the moon and other celestial bodies, whether such activities are carried on by governmental agencies or by non-governmental entities, and for assuring that national activities are carried out in conformity with the provisions set forth in the present Treaty. The activities of non-governmental entities in outer space, including the moon and other celestial bodies, shall require authorization and continuing supervision by the appropriate State Party to the Treaty. When activities are carried on in outer space, including the moon and other celestial bodies, by an international organization, responsibility for compliance with this Treaty shall be borne both by the international organization and by the States Parties to the Treaty participating in such organization.

**Article VII**

Each State Party to the Treaty that launches or procures the launching of an object into outer space, including the moon and other celestial bodies, and each State Party from whose territory or facility an object is launched, is internationally liable for damage to another State Party to the Treaty or to its natural or juridical persons by such object or its component parts on the Earth, in air space or in outer space, including the moon and other celestial bodies.

#### Article VIII

A State Party to the Treaty on whose registry an object launched into outer space is carried shall retain jurisdiction and control over such object, and over any personnel thereof, while in outer space or on a celestial body. Ownership of objects launched into outer space, including objects landed or constructed on a celestial body, and of their component parts, is not affected by their presence in outer space or on a celestial body or by their return to the Earth. Such objects or component parts found beyond the limits of the State Party to the Treaty on whose registry they are carried shall be returned to that State Party, which shall, upon request, furnish identifying data prior to their return.

#### Article IX

In the exploration and use of outer space, including the moon and other celestial bodies, States Parties to the Treaty shall be guided by the principle of co-operation and mutual assistance and shall conduct all their activities in outer space, including the moon and other celestial bodies, with due regard to the corresponding interests of all other States Parties to the Treaty. States Parties to the Treaty shall pursue studies of outer space, including the moon and other celestial bodies, and conduct exploration of them so as to avoid their harmful contamination and also adverse changes in the environment of the Earth resulting from the introduction of extraterrestrial matter and, where necessary, shall adopt appropriate measures for this purpose. If a State Party to the Treaty has

reason to believe that an activity or experiment planned by it or its nationals in outer space, including the moon and other celestial bodies, would cause potentially harmful interference with activities of other States Parties in the peaceful exploration and use of outer space, including the moon and other celestial bodies, it shall undertake appropriate international consultations before proceeding with any such activity or experiment. A State Party to the Treaty which has reason to believe that an activity or experiment planned by another State Party in outer space, including the moon and other celestial bodies, would cause potentially harmful interference with activities in the peaceful exploration and use of outer space, including the moon and other celestial bodies, may request consultation concerning the activity or experiment.

#### Article X

In order to promote international co-operation in the exploration and use of outer space, including the moon and other celestial bodies, in conformity with the purposes of this Treaty, the States Parties to the Treaty shall consider on a basis of equality any requests by other States Parties to the Treaty to be afforded an opportunity to observe the flight of space objects launched by those States.

The nature of such an opportunity for observation and the conditions under which it could be afforded shall be determined by agreement between the States concerned.

#### Article XI

In order to promote international co-operation in the peaceful exploration and use of outer space, States Parties to the Treaty conducting activities in outer space, including the moon and other celestial bodies, agree to inform the Secretary-General of the United Nations as well as the public and the international scientific community, to the greatest extent feasible and practicable, of the nature, conduct, locations and results of such activities. On receiving the said information, the Secretary-General of the United Nations should be prepared to disseminate it immediately and effectively.

#### Article XII

All stations, installations, equipment and space vehicles on the moon and other celestial bodies shall be open to representatives of other States Parties to the Treaty on a basis of reciprocity. Such representatives shall give reasonable advance notice of a projected visit, in order that appropriate consultations may be held and that maximum precautions may be taken to assure safety and to avoid interference with normal operations in the facility to be visited.

#### Article XIII

The provisions of this Treaty shall apply to the activities of States Parties to the Treaty in the exploration and use of outer space, including the moon and other celestial bodies, whether such

activities are carried on by a single State Party to the Treaty or jointly with other States, including cases where they are carried on within the framework of international inter-governmental organizations.

Any practical questions arising in connection with activities carried on by international inter-governmental organizations in the exploration and use of outer space, including the moon and other celestial bodies, shall be resolved by the States Parties to the Treaty either with the appropriate international organization or with one or more States members of that international organization, which are Parties to this Treaty.

#### Article XIV

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

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

3. This Treaty shall enter into force upon the deposit of instruments of ratification by five Governments including the Governments designated as Depositary Governments under this Treaty.

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

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

6. This Treaty shall be registered by the Depositary Governments pursuant to Article 102 of the Charter of the United Nations.

#### Article XV

Any State Party to the Treaty may propose amendments to this Treaty. Amendments shall enter into force for each State Party to the Treaty accepting the amendments upon their acceptance by a majority of the States Parties to the Treaty and thereafter for each remaining State Party to the Treaty on the date of acceptance by it.

#### Article XVI

Any State Party to the Treaty may give notice of its withdrawal from the Treaty one year after its entry into force by written notification to the Depositary Governments. Such withdrawal shall take effect one year from the date of receipt of this notification.

## Article XVII

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

ДОГОВОР  
О ПРИНЦИПАХ ДЕЯТЕЛЬНОСТИ ГОСУДАРСТВ ПО ИССЛЕДОВАНИЮ  
И ИСПОЛЬЗОВАНИЮ КОСМИЧЕСКОГО ПРОСТРАНСТВА, ВКЛЮЧАЯ  
ЛУНУ И ДРУГИЕ НЕБЕСНЫЕ ТЕЛА

Государства-участники настоящего Договора,

Вдохновленные великими перспективами, открывающимися перед  
человечеством в результате проникновения человека в космос,

Признавая общую заинтересованность всего человечества в про-  
грессе исследования и использования космического пространства в  
мирных целях,

Полагая, что исследование и использование космического про-  
странства должны быть направлены на благо всех народов, независимо  
от степени их экономического или научного развития,

Желая содействовать развитию широкого международного сотрудни-  
чества как в научных, так и в юридических аспектах исследования и  
использования космического пространства в мирных целях,

Полагая, что такое сотрудничество будет содействовать развитию  
взаимопонимания и укреплению дружественных отношений между государствами  
и народами,

Напоминая резолюцию I962 (XVIII), озаглавленную "Декларация  
правовых принципов деятельности государств по исследованию и исполь-  
зованию космического пространства", единодушно принятую Генеральной  
Ассамблеей ООН 13 декабря I963 года,

Напоминая резолюцию I884 (XVIII), призывающую государства воздерживаться от вывода на орбиту вокруг Земли любых объектов с ядерным оружием или любыми другими видами оружия массового уничтожения или от установки такого оружия на небесных телах, единодушно принятую Генеральной Ассамблеей ООН 17 октября 1963 года,

Принимая во внимание резолюцию Генеральной Ассамблеи ООН I10 (II) от 3 ноября 1947 года, которая осуждает пропаганду, имеющую целью или способную создать или усилить угрозу миру, нарушение мира или акты агрессии, и считая, что указанная резолюция применима к космическому пространству,

Будучи убежденными, что Договор о принципах деятельности государств по исследованию и использованию космического пространства, включая Луну и другие небесные тела, будет способствовать осуществлению целей и принципов Устава Организации Объединенных Наций,

Согласились о нижеследующем:

#### Статья I

Исследование и использование космического пространства, включая Луну и другие небесные тела, осуществляются на благо и в интересах всех стран, независимо от степени их экономического или научного развития, и являются достоянием всего человечества.

Космическое пространство, включая Луну и другие небесные тела, открыто для исследования и использования всеми государствами без какой бы то ни было дискриминации на основе равенства и в соответствии с международным правом, при свободном доступе во все районы небесных тел.

Космическое пространство, включая Луну и другие небесные тела, свободно для научных исследований, и государства содействуют и поощряют международное сотрудничество в таких исследованиях.

**Статья II**

Космическое пространство, включая Луну и другие небесные тела, не подлежит национальному присвоению ни путем провозглашения на них суверенитета, ни путем использования или оккупации, ни любыми другими средствами.

**Статья III**

Государства-участники Договора осуществляют деятельность по исследованию и использованию космического пространства, в том числе Луны и других небесных тел, в соответствии с международным правом, включая Устав Организации Объединенных Наций, в интересах поддержания международного мира и безопасности и развития международного сотрудничества и взаимопонимания.

**Статья IV**

Государства-участники Договора обязуются не выводить на орбиту вокруг Земли любые объекты с ядерным оружием или любыми другими видами оружия массового уничтожения, не устанавливать такое оружие на небесных телах и не размещать такое оружие в космическом пространстве каким-либо иным образом.

Луна и другие небесные тела используются всеми государствами-участниками Договора исключительно в мирных целях. Запрещается создание на небесных телах военных баз, сооружений и укреплений, испытание любых типов оружия и проведение военных маневров. Использование военного персонала для научных исследований или каких-либо иных мирных целей не запрещается. Не запрещается также использование любого оборудования или средств, необходимых для мирного исследования Луны и других небесных тел.

## Статья V

Государства-участники Договора рассматривают космонавтов как посланцев человечества в космос и оказывают им всемерную помощь в случае аварии, бедствия или вынужденной посадки на территории другого государства-участника Договора или в открытом море.

Космонавты, которые совершают такую вынужденную посадку, должны быть в безопасности и незамедлительно возвращены государству, в регистр которого занесен их космический корабль.

При осуществлении деятельности в космическом пространстве, в том числе на небесных телах, космонавты одного государства-участника Договора оказывают возможную помощь космонавтам других государств-участников Договора.

Государства-участники Договора незамедлительно информируют другие государства-участники Договора или Генерального Секретаря Организации Объединенных Наций об установленных ими явлениях в космическом пространстве, включая Луну и другие небесные тела, которые могли бы представить опасность для жизни или здоровья космонавтов.

## Статья VI

Государства-участники Договора несут международную ответственность за национальную деятельность в космическом пространстве, включая Луну и другие небесные тела, независимо от того, осуществляется ли она правительственными органами или неправительственными юридическими лицами, и за обеспечение того, чтобы национальная деятельность проводилась в соответствии с положениями, содержащимися в настоящем Договоре. Деятельность неправительственных юридических лиц в космическом пространстве, включая Луну и другие небесные тела, должна проводиться с разрешения и под постоянным наблюдением соответствующего государства-участника Договора. В случае деятельности в

космическом пространстве, включая Луну и другие небесные тела, международной организации, ответственность за выполнение настоящего Договора несут, наряду с международной организацией, также и участвующие в ней государства-участники Договора.

#### Статья VII

Каждое государство-участник Договора, которое осуществляет или организует запуск объекта в космическое пространство, включая Луну и другие небесные тела, а также каждое государство-участник Договора, с территории или установок которого производится запуск объекта, несет международную ответственность за ущерб, причиненный такими объектами или их составными частями на Земле, в воздушном или в космическом пространстве, включая Луну и другие небесные тела, другому государству-участнику Договора, его физическим или юридическим лицам.

#### Статья VIII

Государство-участник Договора, в регистр которого занесен объект, запущенный в космическое пространство, сохраняет юрисдикцию и контроль над таким объектом и над любым экипажем этого объекта во время их нахождения в космическом пространстве, в том числе и на небесном теле. Права собственности на космические объекты, запущенные в космическое пространство, включая объекты, доставленные или сооруженные на небесном теле, и на их составные части остаются незатронутыми во время их нахождения в космическом пространстве или на небесном теле, или по возвращении на Землю. Такие объекты или их составные части, обнаруженные за пределами государства-участника Договора, в регистр которого они занесены, должны быть возвращены этому государству-участнику Договора; при этом такое государство должно по требованию представить до возвращения опознавательные данные.

## Статья IX

При исследовании и использовании космического пространства, включая Луну и другие небесные тела, государства-участники Договора должны руководствоваться принципом сотрудничества и взаимной помощи и должны осуществлять всю свою деятельность в космическом пространстве, включая Луну и другие небесные тела, с должным учетом соответствующих интересов всех других государств-участников Договора. Государства-участники Договора осуществляют изучение и исследование космического пространства, включая Луну и другие небесные тела, таким образом, чтобы избегать их вредного загрязнения, а также неблагоприятных изменений земной среды вследствие доставки внеземного вещества, и с этой целью, в случае необходимости, принимают соответствующие меры. Если какое-либо государство-участник Договора имеет основания полагать, что деятельность или эксперимент, запланированные этим государством-участником Договора или гражданами этого государства-участника Договора в космическом пространстве, включая Луну и другие небесные тела, создадут потенциально вредные помехи деятельности других государств-участников Договора в деле мирного исследования и использования космического пространства, включая Луну и другие небесные тела, то оно должно провести соответствующие международные консультации, прежде чем приступить к такой деятельности или эксперименту. Государство-участник Договора, имеющее основание полагать, что деятельность или эксперимент, запланированные другим государством-участником Договора в космическом пространстве, включая Луну и другие небесные тела, создадут потенциально вредные помехи деятельности в деле мирного исследования и использования космического пространства, включая Луну и другие небесные тела, может запросить проведение консультаций относительно такой деятельности или эксперимента.

#### Статья X

Для содействия международному сотрудничеству в исследовании и использовании космического пространства, включая Луну и другие небесные тела, в соответствии с целями настоящего Договора, государства-участники Договора будут на равных основаниях рассматривать просьбы других государств-участников Договора о предоставлении им возможности для наблюдения за полетом запускаемых этими государствами космических объектов.

Характер и условия предоставления упомянутой выше возможности определяются по соглашению между заинтересованными государствами.

#### Статья XI

Для содействия международному сотрудничеству в мирном исследовании и использовании космического пространства государства-участники Договора, осуществляющие деятельность в космическом пространстве, включая Луну и другие небесные тела, соглашаются в максимально возможной и практически осуществимой степени информировать Генерального секретаря Организации Объединенных Наций, а также общественность и международное научное сообщество о характере, ходе, местах и результатах такой деятельности. По получении указанной выше информации Генеральный секретарь Организации Объединенных Наций должен быть готов к ее немедленному и эффективному распространению.

#### Статья XII

Все станции, установки, оборудование и космические корабли на Луне и на других небесных телах открыты для представителей других государств-участников настоящего Договора на основе взаимности. Эти представители заблаговременно сообщают о проектируемом посещении, чтобы позволить провести соответствующие консультации и принять

меры максимальной предосторожности для обеспечения безопасности и во избежание помех для нормальных операций на установке, подлежащей посещению.

#### Статья XIII

Положения настоящего Договора применяются в отношении деятельности государств-участников Договора по исследованию и использованию космического пространства, включая Луну и другие небесные тела, независимо от того, осуществляется ли такая деятельность одним государством-участником Договора или совместно с другими государствами, в том числе в рамках международных межправительственных организаций.

Практические вопросы, которые могут возникать в связи с осуществлением международными межправительственными организациями деятельности по исследованию и использованию космического пространства, включая Луну и другие небесные тела, решаются государствами-участниками Договора либо с соответствующей международной организацией, либо с одним или несколькими государствами-членами этой международной организации, являющимися участниками настоящего Договора.

#### Статья XIV

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

2. Настоящий Договор подлежит ратификации государствами, подписавшими его. Ратификационные грамоты и документы о присоединении должны быть сданы 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. Настоящий Договор вступает в силу после сдачи на хранение ратификационных грамот пятью правительствами, включая правительства, назначенные в качестве правительств-депозитариев настоящего Договора.

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

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

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

#### Статья XV

Любое государство-участник Договора может предлагать поправки к настоящему Договору. Поправки вступают в силу для каждого государства-участника Договора, принимающего эти поправки, после принятия их большинством государств-участников Договора, а впоследствии для каждого оставшегося государства-участника Договора в день принятия им этих поправок.

**Статья XVI**

Любое государство-участник Договора может уведомить о своем выходе из Договора через год после вступления его в силу путем письменного уведомления правительства-депозитариев. Такой выход приобретает силу по истечении одного года со дня получения этого уведомления.

**Статья XVII**

Настоящий Договор, английский, русский, французский, испанский и китайский тексты которого являются равно аутентичными, будет сдан на хранение в архивы правительства-депозитариев. Должным образом заверенные копии настоящего Договора будут препровождены правительствами-депозитариями правительствам государств, подписавших Договор и присоединившихся к нему.

TRAITE SUR LES PRINCIPES REGISSANT LES ACTIVITES  
DES ETATS EN MATIERE D'EXPLORATION ET D'UTILISATION  
DE L'ESPACE EXTRA-ATMOSPHERIQUE, Y COMPRIS LA LUNE  
ET LES AUTRES CORPS CELESTES

Les Etats parties au présent Traité,  
S'inspirant des vastes perspectives qui s'offrent à  
l'humanité du fait de la découverte de l'espace extra-atmosphérique  
par l'homme,

Reconnaissant l'intérêt que présente pour l'humanité tout  
entière le progrès de l'exploration et de l'utilisation de l'espace  
extra-atmosphérique à des fins pacifiques,

Estimant que l'exploration et l'utilisation de l'espace  
extra-atmosphérique devraient s'effectuer pour le bien de tous les  
peuples, quel que soit le stade de leur développement économique  
ou scientifique,

Désireux de contribuer au développement d'une large  
coopération internationale en ce qui concerne les aspects  
scientifiques aussi bien que juridiques de l'exploration et de  
l'utilisation de l'espace extra-atmosphérique à des fins pacifiques,

Estimant que cette coopération contribuera à développer la  
compréhension mutuelle et à consolider les relations amicales  
entre les Etats et entre les peuples,

Rappelant la résolution 1962 (XVIII), intitulée "Déclaration des principes juridiques régissant les activités des Etats en matière d'exploration et d'utilisation de l'espace extra-atmosphérique", que l'Assemblée générale des Nations Unies a adoptée à l'unanimité le 13 décembre 1963,

Rappelant la résolution 1884 (XVIII), qui engage les Etats à s'abstenir de mettre sur orbite autour de la terre tous objets porteurs d'armes nucléaires ou de tout autre type d'armes de destruction massive et d'installer de telles armes sur des corps célestes, résolution que l'Assemblée générale des Nations Unies a adoptée à l'unanimité le 17 octobre 1963,

Tenant compte de la résolution 110 (II) de l'Assemblée générale des Nations Unies en date du 3 novembre 1947, résolution qui condamne la propagande destinée ou de nature à provoquer ou à encourager toute menace à la paix, toute rupture de la paix ou tout acte d'agression, et considérant que ladite résolution est applicable à l'espace extra-atmosphérique,

Convaincus que le Traité sur les principes régissant les activités des Etats en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, contribuera à la réalisation des buts et principes de la Charte des Nations Unies,

Sont convenus de ce qui suit:

**Article premier**

L'exploration et l'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, doivent se faire pour le bien et dans l'intérêt de tous les pays, quel que soit le stade de leur développement économique ou scientifique; elles sont l'apanage de l'humanité tout entière.

L'espace extra-atmosphérique, y compris la lune et les autres corps célestes, peut être exploré et utilisé librement par tous les Etats sans aucune discrimination, dans des conditions d'égalité et conformément au droit international, toutes les régions des corps célestes devant être librement accessibles.

Les recherches scientifiques sont libres dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, et les Etats doivent faciliter et encourager la coopération internationale dans ces recherches.

**Article II**

L'espace extra-atmosphérique, y compris la lune et les autres corps célestes, ne peut faire l'objet d'appropriation nationale par proclamation de souveraineté, ni par voie d'utilisation ou d'occupation, ni par aucun autre moyen.

**Article III**

Les activités des Etats parties au Traité relatives à l'exploration et à l'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, doivent s'effectuer

conformément au droit international, y compris la Charte des Nations Unies, en vue de maintenir la paix et la sécurité internationales et de favoriser la coopération et la compréhension internationales.

#### Article IV

Les Etats parties au Traité s'engagent à ne mettre sur orbite autour de la terre aucun objet porteur d'armes nucléaires ou de tout autre type d'armes de destruction massive, à ne pas installer de telles armes sur des corps célestes et à ne pas placer de telles armes, de toute autre manière, dans l'espace extra-atmosphérique.

Tous les Etats parties au Traité utiliseront la lune et les autres corps célestes exclusivement à des fins pacifiques. Sont interdits sur les corps célestes l'aménagement de bases et installations militaires et de fortifications, les essais d'armes de tous types et l'exécution de manœuvres militaires. N'est pas interdite l'utilisation de personnel militaire à des fins de recherche scientifique ou à toute autre fin pacifique. N'est pas interdite non plus l'utilisation de tout équipement ou installation nécessaire à l'exploration pacifique de la lune et des autres corps célestes.

#### Article V

Les Etats parties au Traité considéreront les astronautes comme des envoyés de l'humanité dans l'espace extra-atmosphérique et leur prêteront toute l'assistance possible en cas d'accident, de détresse ou d'atterrissement forcé sur le territoire d'un autre Etat partie au Traité ou d'amerrissage en haute mer. En cas d'un

tel atterrissage ou amerrissage, le retour des astronautes à l'Etat d'immatriculation de leur véhicule spatial devra être effectué promptement et en toute sécurité.

Lorsqu'ils poursuivront des activités dans l'espace extra-atmosphérique et sur les corps célestes, les astronautes d'un Etat partie au Traité prêteront toute l'assistance possible aux astronautes des autres Etats parties au Traité.

Les Etats parties au Traité porteront immédiatement à la connaissance des autres Etats parties au Traité ou du Secrétaire général de l'Organisation des Nations Unies tout phénomène découvert par eux dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, qui pourrait présenter un danger pour la vie ou la santé des astronautes.

#### Article VI

Les Etats parties au Traité ont la responsabilité internationale des activités nationales dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, qu'elles soient entreprises par des organismes gouvernementaux ou par des entités non gouvernementales, et de veiller à ce que les activités nationales soient poursuivies conformément aux dispositions énoncées dans le présent Traité. Les activités des entités non gouvernementales dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, doivent faire l'objet d'une autorisation et d'une surveillance continue de la part de l'Etat approprié partie au Traité. En cas d'activités poursuivies

par une organisation internationale dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, la responsabilité du respect des dispositions du présent Traité incombera à cette organisation internationale et aux Etats parties au Traité qui font partie de ladite organisation.

#### Article VII

Tout Etat partie au Traité qui procède ou fait procéder au lancement d'un objet dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, et tout Etat partie dont le territoire ou les installations servent au lancement d'un objet, est responsable du point de vue international des dommages causés par ledit objet ou par ses éléments constitutifs, sur la terre, dans l'atmosphère ou dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, à un autre Etat partie au Traité ou aux personnes physiques ou morales qui relèvent de cet autre Etat.

#### Article VIII

L'Etat partie au Traité sur les registre duquel est inscrit un objet lancé dans l'espace extra-atmosphérique conservera sous sa juridiction et son contrôle ledit objet et tout le personnel dudit objet, alors qu'ils se trouvent dans l'espace extra-atmosphérique ou sur un corps céleste. Les droits de propriété sur les objets lancés dans l'espace extra-atmosphérique, y compris les objets amenés ou construits sur un corps céleste, ainsi que sur

leurs éléments constitutifs, demeurent entiers lorsque ces objets ou éléments se trouvent dans l'espace extra-atmosphérique ou sur un corps céleste, et lorsqu'ils reviennent sur la terre. Les objets ou éléments constitutifs d'objets trouvés au-delà des limites de l'Etat partie au Traité sur le registre duquel ils sont inscrits doivent être restitués à cet Etat partie au Traité, celui-ci étant tenu de fournir, sur demande, des données d'identification avant la restitution.

#### Article IX

En ce qui concerne l'exploration et l'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, les Etats parties au Traité devront se fonder sur les principes de la coopération et de l'assistance mutuelle et poursuivront toutes leurs activités dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, en tenant dûment compte des intérêts correspondants de tous les autres Etats parties au Traité. Les Etats parties au Traité effectueront l'étude de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, et procéderont à leur exploration de manière à éviter les effets préjudiciables de leur contamination ainsi que les modifications nocives du milieu terrestre résultant de l'introduction de substances extra-terrestres et, en cas de besoin, ils prendront les mesures appropriées à cette fin. Si un Etat partie au Traité a lieu de croire qu'une activité ou expérience envisagée par lui-même ou par ses ressortissants dans l'espace extra-atmosphérique,

y compris la lune et les autres corps célestes, causerait une gêne potentiellement nuisible aux activités d'autres Etats parties au Traité en matière d'exploration et d'utilisation pacifiques de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, il devra engager les consultations internationales appropriées avant d'entreprendre ladite activité ou expérience. Tout Etat partie au Traité ayant lieu de croire qu'une activité ou expérience envisagée par un autre Etat partie au Traité dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, causerait une gêne potentiellement nuisible aux activités poursuivies en matière d'exploration et d'utilisation pacifiques de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, peut demander que des consultations soient ouvertes au sujet de ladite activité ou expérience.

#### Article X

Pour favoriser la coopération internationale en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, conformément aux buts du présent Traité, les Etats parties au Traité examineront dans des conditions d'égalité les demandes des autres Etats parties au Traité tendant à obtenir des facilités pour l'observation du vol des objets spatiaux lancés par ces Etats.

La nature de telles facilités d'observation et les conditions dans lesquelles elles pourraient être consenties seront déterminées d'un commun accord par les Etats intéressés.

#### Article XI

Pour favoriser la coopération internationale en matière d'exploration et d'utilisation pacifiques de l'espace extra-atmosphérique, les Etats parties au Traité qui mènent des activités dans l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, conviennent, dans toute la mesure où cela est possible et réalisable, d'informer le Secrétaire général de l'Organisation des Nations Unies, ainsi que le public et la communauté scientifique internationale, de la nature et de la conduite de ces activités, des lieux où elles sont poursuivies et de leurs résultats. Le Secrétaire général de l'Organisation des Nations Unies devra être prêt à assurer, aussitôt après les avoir reçus, la diffusion effective de ces renseignements.

#### Article XII

Toutes les stations et installations, tout le matériel et tous les véhicules spatiaux se trouvant sur la lune ou sur d'autres corps célestes seront accessibles, dans des conditions de réciprocité, aux représentants des autres Etats parties au Traité. Ces représentants notifieront au préalable toute visite projetée, de façon que les consultations voulues puissent avoir lieu et que le maximum de précautions puissent être prises pour assurer la sécurité et éviter de gêner les opérations normales sur les lieux de l'installation à visiter.

**Article XIII**

Les dispositions du présent Traité s'appliquent aux activités poursuivies par les Etats parties au Traité en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, que ces activités soient menées par un Etat partie au Traité seul ou en commun avec d'autres Etats, notamment dans le cadre d'organisations intergouvernementales internationales.

Toutes questions pratiques se posant à l'occasion des activités poursuivies par des organisations intergouvernementales internationales en matière d'exploration et d'utilisation de l'espace extra-atmosphérique, y compris la lune et les autres corps célestes, seront réglées par les Etats parties au Traité soit avec l'organisation internationale compétente, soit avec un ou plusieurs des Etats membres de ladite organisation qui sont parties au Traité.

**Article XIV**

1. Le présent Traité est ouvert à la signature de tous les Etats. Tout Etat qui n'aura pas signé le présent Traité avant son entrée en vigueur conformément au paragraphe 3 du présent article pourra y adhérer à tout moment.

2. Le présent Traité sera soumis 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, dans le présent Traité, désignés comme étant les gouvernements dépositaires.

3. Le présent Traité entrera en vigueur lorsque cinq gouvernements, y compris ceux qui sont désignés comme étant les gouvernements dépositaires aux termes du présent Traité, 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 du présent Traité, celui-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 le présent Traité ou y auront adhéré de la date de chaque signature, de la date du dépôt de chaque instrument de ratification du présent Traité ou d'adhésion au présent Traité, de la date d'entrée en vigueur du Traité ainsi que de toute autre communication.

6. Le présent Traité sera enregistré par les gouvernements dépositaires conformément à l'Article 102 de la Charte des Nations Unies.

#### Article XV

Tout Etat partie au présent Traité peut proposer des amendements au Traité. Les amendements prendront effet à l'égard de chaque Etat partie au Traité acceptant les amendements dès qu'ils auront été acceptés par la majorité des Etats parties au Traité, et par la suite, pour chacun des autres Etats parties au Traité, à la date de son acceptation desdits amendements.

## Article XVI

Tout Etat partie au présent Traité peut, un an après l'entrée en vigueur du Traité, communiquer son intention de cesser d'y être partie par voie de notification écrite adressée aux gouvernements dépositaires. Cette notification prendra effet un an après la date à laquelle elle aura été reçue.

## Article XVII

Le présent Traité, dont les textes anglais, russe, français, espagnol et chinois font également foi, sera déposé dans les archives des gouvernements dépositaires. Des copies dûment certifiées du présent Traité seront adressées par les gouvernements dépositaires aux gouvernements des Etats qui auront signé le Traité ou qui y auront adhéré.

TRATADO SOBRE LOS PRINCIPIOS QUE DEBEN REGIR LAS ACTIVIDADES  
DE LOS ESTADOS EN LA EXPLORACION Y UTILIZACION DEL ESPACIO  
ULTRATERRESTRE, INCLUSO LA LUNA Y OTROS CUERPOS CELESTES

Los Estados Partes en este Tratado,

Inspirándose en las grandes perspectivas que se ofrecen a  
la humanidad como consecuencia de la entrada del hombre en el  
espacio ultraterrestre,

Reconociendo el interés general de toda la humanidad en el  
progreso de la exploración y utilización del espacio ultraterrestre  
con fines pacíficos,

Estimando que la exploración y la utilización del espacio  
ultraterrestre se debe efectuar en bien de todos los pueblos, sea  
cuál fuere su grado de desarrollo económico y científico,

Deseando contribuir a una amplia cooperación internacional  
en lo que se refiere a los aspectos científicos y jurídicos de  
la exploración y utilización del espacio ultraterrestre con fines  
pacíficos,

Estimando que tal cooperación contribuirá al desarrollo de la  
comprensión mutua y al afianzamiento de las relaciones amistosas  
entre los Estados y los pueblos,

Recordando la resolución 1962 (XVIII), titulada "Declaración de los principios jurídicos que deben regir las actividades de los Estados en la exploración y utilización del espacio ultraterrestre", que fue aprobada unánimemente por la Asamblea General de las Naciones Unidas el 13 de diciembre de 1963,

Recordando la resolución 1884 (XVIII), en que se insta a los Estados a no poner en órbita alrededor de la Tierra ningún objeto portador de armas nucleares u otras clases de armas de destrucción en masa, ni a emplazar tales armas en los cuerpos celestes, y que fue aprobada unánimemente por la Asamblea General de las Naciones Unidas el 17 de octubre de 1963,

Tomando nota de la resolución 110 (II), aprobada por la Asamblea General el 3 de noviembre de 1947, que condena la propaganda destinada a provocar o alentar, o susceptible de provocar o alentar cualquier amenaza a la paz, quebrantamiento de la paz o acto de agresión, y considerando que dicha resolución es aplicable al espacio ultraterrestre,

Convencidos de que un Tratado sobre los principios que deben regir las actividades de los Estados en la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, promoverá los propósitos y principios de la Carta de las Naciones Unidas,

Han convenido en lo siguiente:

TIAS 6347

### Artículo I

La exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, deberán hacerse en provecho y en interés de todos los países, sea cual fuere su grado de desarrollo económico y científico, e incumben a toda la humanidad.

El espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, estará abierto para su exploración y utilización a todos los Estados sin discriminación alguna en condiciones de igualdad y en conformidad con el derecho internacional, y habrá libertad de acceso a todas las regiones de los cuerpos celestes.

El espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, estarán abiertos a la investigación científica, y los Estados facilitarán y fomentarán la cooperación internacional en dichas investigaciones.

### Artículo II

El espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, no podrá ser objeto de apropiación nacional por reivindicación de soberanía, uso u ocupación, ni de ninguna otra manera.

### Artículo III

Los Estados Partes en el Tratado deberán realizar sus actividades de exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, de conformidad con el

derecho internacional, incluida la Carta de las Naciones Unidas, en interés del mantenimiento de la paz y la seguridad internacionales y del fomento de la cooperación y la comprensión internacionales.

#### Artículo IV

Los Estados Partes en el Tratado se comprometen a no colocar en órbita alrededor de la Tierra ningún objeto portador de armas nucleares ni de ningún otro tipo de armas de destrucción en masa, a no emplazar tales armas en los cuerpos celestes y a no colocar tales armas en el espacio ultraterrestre en ninguna otra forma.

La Luna y los demás cuerpos celestes se utilizarán exclusivamente con fines pacíficos por todos los Estados Partes en el Tratado. Queda prohibido establecer en los cuerpos celestes bases, instalaciones y fortificaciones militares, efectuar ensayos con cualquier tipo de armas y realizar maniobras militares. No se prohíbe la utilización de personal militar para investigaciones científicas ni para cualquier otro objetivo pacífico. Tampoco se prohíbe la utilización de cualquier equipo o medios necesarios para la exploración de la Luna y de otros cuerpos celestes con fines pacíficos.

#### Artículo V

Los Estados Partes en el Tratado considerarán a todos los astronautas como enviados de la humanidad en el espacio ultraterrestre, y les prestarán toda la ayuda posible en caso de accidente, peligro o aterrizaje forzoso en el territorio de otro

Estado Parte o en alta mar. Cuando los astronautas hagan tal aterrizaje serán devueltos con seguridad y sin demora al Estado de registro de su vehículo espacial.

Al realizar actividades en el espacio ultraterrestre, así como en los cuerpos celestes, los astronautas de un Estado Parte en el Tratado deberán prestar toda la ayuda posible a los astronautas de los demás Estados Partes en el Tratado.

Los Estados Partes en el Tratado tendrán que informar inmediatamente a los demás Estados Partes en el Tratado o al Secretario General de las Naciones Unidas sobre los fenómenos por ellos observados en el espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, que podrían constituir un peligro para la vida o la salud de los astronautas.

#### Artículo VI

Los Estados Partes en el Tratado serán responsables internacionalmente de las actividades nacionales que realicen en el espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, los organismos gubernamentales o las entidades no gubernamentales, y deberán asegurar que dichas actividades se efectúen en conformidad con las disposiciones del presente Tratado. Las actividades de las entidades no gubernamentales en el espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, deberán ser autorizadas y fiscalizadas constantemente por el pertinente Estado Parte en el Tratado. Cuando se trate de actividades que realiza en el espacio

ultraterrestre, incluso la Luna y otros cuerpos celestes, una organización internacional, la responsabilidad en cuanto al presente Tratado corresponderá a esa organización internacional y a los Estados Partes en el Tratado que pertenecen a ella.

#### Artículo VII

Todo Estado Parte en el Tratado que lance o promueva el lanzamiento de un objeto al espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, y todo Estado Parte en el Tratado desde cuyo territorio o cuyas instalaciones se lance un objeto, será responsable internacionalmente de los daños causados a otro Estado Parte en el Tratado o a sus personas naturales o jurídicas por dicho objeto o sus partes componentes en la Tierra, en el espacio aéreo o en el espacio ultraterrestre, incluso la Luna y otros cuerpos celestes.

#### Artículo VIII

El Estado Parte en el Tratado, en cuyo registro figura el objeto lanzado al espacio ultraterrestre, retendrá su jurisdicción y control sobre tal objeto, así como sobre todo el personal que vaya en él, mientras se encuentre en el espacio ultraterrestre o en un cuerpo celeste. El derecho de propiedad de los objetos lanzados al espacio ultraterrestre, incluso de los objetos que hayan descendido o se construyan en un cuerpo celeste, y de sus partes componentes, no sufrirá ninguna alteración mientras estén en el espacio ultraterrestre, incluso en un cuerpo celeste, ni

en su retorno a la Tierra. Cuando esos objetos o esas partes componentes sean hallados fuera de los límites del Estado Parte en el Tratado en cuyo registro figuran, deberán ser devueltos a ese Estado Parte, el que deberá proporcionar los datos de identificación que se le soliciten antes de efectuarse la restitución.

#### Artículo IX

En la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, los Estados Partes en el Tratado deberán guiarse por el principio de la cooperación y la asistencia mutua y en todas sus actividades en el espacio ultraterrestre, incluso en la Luna y otros cuerpos celestes, deberán tener debidamente en cuenta los intereses correspondientes de los demás Estados Partes en el Tratado. Los Estados Partes en el Tratado harán los estudios e investigaciones del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, y procederán a su exploración de tal forma que no se produzca una contaminación nociva ni cambios desfavorables en el medio ambiente de la Tierra como consecuencia de la introducción en él de materias extraterrestres, y cuando sea necesario adoptarán las medidas pertinentes a tal efecto. Si un Estado Parte en el Tratado tiene motivos para creer que una actividad o un experimento en el espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, proyectado por él o por sus nacionales, crearía un obstáculo capaz de perjudicar las actividades de otros Estados Partes en el Tratado

en la exploración y utilización del espacio ultraterrestre con fines pacíficos, incluso en la Luna y otros cuerpos celestes, deberá celebrar las consultas internacionales oportunas antes de iniciar esa actividad o ese experimento. Si un Estado Parte en el Tratado tiene motivos para creer que una actividad o un experimento en el espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, proyectado por otro Estado Parte en el Tratado, crearía un obstáculo capaz de perjudicar las actividades de exploración y utilización del espacio ultraterrestre con fines pacíficos, incluso en la Luna y otros cuerpos celestes, podrá pedir que se celebren consultas sobre dicha actividad o experimento.

#### Artículo X

A fin de contribuir a la cooperación internacional en la exploración y la utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, conforme a los objetivos del presente Tratado, los Estados Partes en él examinarán, en condiciones de igualdad, las solicitudes formuladas por otros Estados Partes en el Tratado para que se les brinde la oportunidad a fin de observar el vuelo de los objetos espaciales lanzados por dichos Estados.

La naturaleza de tal oportunidad y las condiciones en que podría ser concedida se determinarán por acuerdo entre los Estados interesados.

## Artículo XI

A fin de fomentar la cooperación internacional en la exploración y utilización del espacio ultraterrestre con fines pacíficos, los Estados Partes en el Tratado que desarrollan actividades en el espacio ultraterrestre incluso la Luna y otros cuerpos celestes, convienen en informar, en la mayor medida posible dentro de lo viable y factible, al Secretario General de las Naciones Unidas, así como al público y a la comunidad científica internacional, acerca de la naturaleza, marcha, localización y resultados de dichas actividades. El Secretario General de las Naciones Unidas debe estar en condiciones de difundir eficazmente tal información, inmediatamente después de recibirla.

## Artículo XII

Todas las estaciones, instalaciones, equipo y vehículos espaciales situados en la Luna y otros cuerpos celestes serán accesibles a los representantes de otros Estados Partes en el presente Tratado, sobre la base de reciprocidad. Dichos representantes notificarán con antelación razonable su intención de hacer una visita, a fin de permitir celebrar las consultas que procedan y adoptar un máximo de precauciones para velar por la seguridad y evitar toda perturbación del funcionamiento normal de la instalación visitada.

**Artículo XIII**

Las disposiciones del presente Tratado se aplicarán a las actividades de exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, que realicen los Estados Partes en el Tratado, tanto en el caso de que esas actividades las lleve a cabo un Estado Parte en el Tratado por sí solo o junto con otros Estados, incluso cuando se efectúen dentro del marco de organizaciones intergubernamentales internacionales.

Los Estados Partes en el Tratado resolverán los problemas prácticos que puedan surgir en relación con las actividades que desarrollen las organizaciones intergubernamentales internacionales en la exploración y utilización del espacio ultraterrestre, incluso la Luna y otros cuerpos celestes, con la organización internacional pertinente o con uno o varios Estados miembros de dicha organización internacional que sean Partes en el presente Tratado.

**Artículo XIV**

1. Este Tratado estará abierto a la firma de todos los Estados. El Estado que no firmare este Tratado antes de su entrada en vigor, de conformidad con el párrafo 3 de este artículo, podrá adherirse a él en cualquier momento.

2. Este Tratado estará sujeto a ratificación por los Estados signatarios. Los instrumentos de ratificación y los instrumentos de adhesión se depositarán en los archivos 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, a los que por el presente se designa como Gobiernos depositarios.

3. Este Tratado entrará en vigor cuando hayan depositado los instrumentos de ratificación cinco Gobiernos, incluidos los designados como Gobiernos depositarios en virtud del presente Tratado.

4. Para los Estados cuyos instrumentos de ratificación o de adhesión se depositaren después de la entrada en vigor de este Tratado, el Tratado entrará en vigor en la fecha del depósito de sus instrumentos de ratificación o adhesión.

5. Los Gobiernos depositarios informarán sin tardanza a todos los Estados signatarios y a todos los Estados que se hayan adherido a este Tratado, de la fecha de cada firma, de la fecha de depósito de cada instrumento de ratificación y de adhesión a este Tratado, de la fecha de su entrada en vigor y de cualquier otra notificación.

6. Este Tratado será registrado por los Gobiernos depositarios, de conformidad con el Artículo 102 de la Carta de las Naciones Unidas.

#### Artículo XV

Cualquier Estado Parte en el Tratado podrá proponer enmiendas al mismo. Las enmiendas entrarán en vigor para cada Estado Parte en el Tratado que las aceptare cuando éstas hayan sido aceptadas

por la mayoría de los Estados Partes en el Tratado, y en lo sucesivo para cada Estado restante que sea Parte en el Tratado en la fecha en que las acepte.

#### Artículo XVI

Todo Estado parte podrá comunicar su retiro de este Tratado al cabo de un año de su entrada en vigor, mediante notificación por escrito dirigida a los Gobiernos depositarios. Tal retiro surtirá efecto un año después de la fecha en que se reciba la notificación.

#### Artículo XVII

Este Tratado, 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 este Tratado a los Gobiernos de los Estados signatarios y de los Estados que se adhirieran al Tratado.

關於各國探測及使用外空  
包括月球與其他天體之活動  
所應遵守原則之條約

本條約各當事國，  
鑑於人類因進入外空之結果將有偉大之前途深感奮，  
確認為和平目的探測及使用外空之進展，關係全體人類之共  
同利益，

深信外空之探測及使用應謀造福所有各民族，不論其經濟或  
科學發展之程度如何，

並願對於為和平目的探測及使用外空之科學及法律方面之  
廣泛國際合作，有所貢獻，

深信此種合作可對各國及各民族間相互諒解之發展及友好  
關係之增進，有所貢獻，

查聯合國大會於一九六三年十二月十三日一致通過題為“關  
於各國探測及使用外空活動之法律原則宣言”之決議案一九六二  
(十八)，

又查聯合國大會於一九六三年十月十七日一致通過決議案  
一八八四(十八)，請各國勿將任何載有核武器或任何他種大規模  
毀滅性武器之物體放入環繞地球之軌道並勿在天體上裝置此種  
武器。

計及聯合國大會一九四七年十一月三日決議案一一〇(二) 該責旨在或足以煽動或鼓勵任何對和平之威脅、和平之破壞或侵略行為之宣傳，並認為該決議案適用於外空。

確信歸結關於各國探測及使用外空包括月球與其他天體之活動所應遵守原則之條約，當可促進聯合國憲章之宗旨與原則，爰議定條款如下：

### 第一條

探測及使用外空，包括月球與其他天體，應為所有各國之福利及利益進行之，不論其經濟或科學發展之程度如何，並應為屬於全體人類之事。

外空，包括月球與其他天體，應由各國在平等基礎上並依照國際法探測及使用，不得有任何種類之歧視，天體之所有區域，應得自由進入。

外空，包括月球與其他天體，應有科學調查之自由，各國應便利並鼓勵此類調查之國際合作。

### 第二條

外空，包括月球與其他天體，不得由國家以主張主權或以使用或佔領之方法，或以任何其他方法，據為己有。

### 第三條

本條約當事國進行探測及使用外空，包括月球及其他天體之活動應遵守國際法，包括聯合國憲章在內，以利國際和平與安全之維持及國際合作與諒解之增進。

### 第四條

本條約當事國承諾不將任何載有核武器或任何他種大規模毀滅性武器之物體放入環繞地球之軌道，不在天體上裝置此種武器，亦不以任何其他方式將此種武器設置外空。

月球與其他天體應由本條約所有當事國專為和平目的使用。於天體上建立軍事基地、裝置及堡壘，試驗任何種類之武器及舉行軍事演習，均所禁止。使用軍事人員從事科學研究或達成任何其他和平目的在所不禁。使用為和平探測月球與其他天體所需之任何器材或設備，亦所不禁。

### 第五條

本條約當事國應視航天員為人類在外空之使節，遇航天員有意外事故，危難或在一當事國境內或公海上緊急降落之情形，應給予一切可能協助。在航天員作此種降落時，應即將其安全而迅速送回外空飛器之登記國。

在外空及天體進行活動時，任一當事國之航天員應給予其他當事國航天員一切可能協助。

本條約當事國應將其在外空，包括月球與其他天體，發見對航行員生命或健康可能構成危險之任何現象，立即通知本條約其他當事國或聯合國秘書長。

### 第六條

本條約當事國對其本國在外空，包括月球與其他天體之活動，不論係由政府機關或非政府社團進行，負有國際責任，並應負責保證本國活動之實施符合本條約之規定。非政府社團在外空，包括月球與其他天體之活動應經由本條約有關當事國許可並不斷施以監督。國際組織在外空，包括月球與其他天體進行活動時，其遵守本條約之責任應由該國際組織及參加該組織之本條約當事國負擔。

### 第七條

凡發射或促使發射物體至外空，包括月球與其他天體之本條約當事國及以領土或設備供發射物體用之當事國對於此種物體或其構成部份在地球氣空或外空，包括月球與其他天體，如於另一當事國或其自然人或法人之損害，應負國際上責任。

### 第八條

本條約當事國為射入外空物體之登記國者，於此種物體及其

所載任何人員在外空或任一天體之時，應保持管轄及控制權。射入外空之物體，包括在天體降落或築造之物體及其構成部份，不因物體在外空，或在天體，或因返回地球而影響其所有權。此項物體或構成部份倘在其所登記之本條約當事國境外尋獲，應送還該當事國，如經請求，在送還物體前，該當事國應先提出證明資料。

### 第九條

本條約當事國探測及使用外空，包括月球與其他天體，應以合作與互助原則為準據，其在外空，包括月球與其他天體所進行之一切活動，應妥為顧及本條約所有其他當事國之同等利益。本條約當事國從事研究外空，包括月球與其他天體，及進行探測，應避免使其遭受有害之污染及以地球外物質使地球環境發生不利之變化，並於必要時，為此目的，採取適當措施。倘本條約當事國有理由認為該國或其國民計劃在外空，包括月球與其他天體進行之活動或實驗可能對其他當事國和平探測及使用外空，包括月球與其他天體之活動引起有害干擾時，應於進行此種活動或實驗前舉行適當之國際會商。本條約當事國倘有理由認為另一當事國計劃在外空，包括月球與其他天體進行之活動或實驗，可能對和平探測及使用外空，包括月球與其他天體之活動引起有害干擾時，得請求就此種活動或實驗進行會商。

### 第十條

為依照本條約宗旨提倡探測及使用外空，包括月球與其他天

體之國際合作起見，本條約當事國應於平等基礎上考慮本條約其他當事國關於欲有觀察各該國所發射太空物體飛行之機會所作之請求。

此項觀察機會之性質及可給予之條件應由關係國家以協議定之。

### 第十一條

為提倡和平探測及使用外空之國際合作計，凡在外空，包括月球與其他天體進行活動之本條約當事國同意依最大可能及可行之程度，將此種活動之性質進行狀況地點及結果，通知聯合國秘書長、公眾及國際科學界。聯合國秘書長於接獲此項資料後，應準備文即作有效傳播。

### 第十二條

月球與其他天體上之所有站所裝置、器材及太空飛器應依互惠原則對本條約其他當事國代表開放。此等代表應將所計劃之觀察於合理時間先期通知，俾便進行適當磋商並採取最大預防辦法，以確保安全並避免妨礙所觀察設備內之正常作業。

### 第十三條

本條約各項規定應適用於本條約當事國探測及使用外空，包括月球與其他天體之活動，不論此種活動係由本條約一個當事國

進行或與其他國家聯合進行，包括在國際政府間組織範圍內進行者在內。

因國際政府間組織從事探測及使用外空，包括月球與其他天體之活動而引起之任何實際問題應由本條約當事國與主管國際組織或與該國際組織內為本條約當事國之一個或數個會員國解決之。

#### 第十四條

一、本條約應聽由所有國家簽署。凡在本條約依本條第三項發生效力前尚未簽署之任何國家得隨時加入本條約。

二、本條約應由簽署國批准。批准文件及加入文件應送交美利堅合眾國、大不列顛及北愛爾蘭聯合王國及蘇維埃社會主義共和國聯盟政府存放，為此指定各該國政府為保管政府。

三、本條約應於五國政府，包括經本條約指定為保管政府之各國政府，文存批准文件後發生效力。

四、對於在條約發生效力後文存批准或加入文件之國家，本條約應於其文存批准或加入文件之日起發生效力。

五、保管政府應將每一簽署之日期，每一批准及加入本條約之文件存放日期，本條約發生效力日期及其他通知迅速知照所有簽署及加入國家。

六、本條約應由保管政府按照聯合國憲章第一百零二條規定辦理登記。

### 第十五條

本條約任何當事國得對本條約提出修正。修正對於接受修正之每一當事國應於多數當事國接受時發生效力，嗣後對於其餘每一當事國應於其接受之日發生效力。

### 第十六條

本條約任何當事國得在本條約生效一年後以書面通知保管政府退出條約。退出應自接獲此項通知之日起一年後發生效力。

### 第十七條

本條約應存放保管政府檔案，其英文、中文、法文、俄文及西班牙文各本同一作準。保管政府應將本條約正式副本分送各簽署及加入國政府。

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

DONE in triplicate, at the cities of Washington, London and Moscow, this twenty-seventh day of January one thousand nine hundred sixty-seven.

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

СОВЕРШЕНО в трех экземплярах в городах Вашингтоне, Лондоне и Москве двадцать седьмого дня января тысяча девятьсот шестьдесят седьмого года.

EN FOI DE QUOI les soussignés, dûment habilités à cet effet, ont signé le présent Traité.

FAIT en trois exemplaires, à Washington, Londres et Moscou le vingt-sept janvier mil neuf cent soixante-sept.

EN TESTIMONIO DE LO CUAL, los infrascritos, debidamente autorizados, firman este Tratado.

HECHO en tres ejemplares, en las ciudades de Washington, Londres y Moscú, el día veinte y siete de enero de mil novecientos sesenta y siete.

為此,下列代表各秉正式授予之權,謹簽字於本條約,以昭信守。

本條約共鑄三份,於公曆一千九百六十七年一月二十七日  
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:

美利堅合眾國:

*Dean Rusk  
Arthur J. Goldberg*

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:

大不列顛及北愛爾蘭聯合王國:

*Patrick Dean*

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:

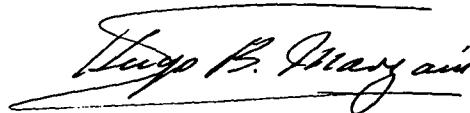
蘇維埃社會主義共和國聯盟:

*N. Dobrynin*

FOR CHILE:  
ЗА ЧИЛИ:  
POUR LE CHILI:  
POR CHILE:  
智利:



FOR MEXICO:  
ЗА МЕКСИКУ:  
POUR LE MEXIQUE:  
POR MEXICO:  
墨西哥:



FOR CHINA:  
ЗА КИТАЙ:  
POUR LA CHINE:  
POR CHINA:  
中國:



FOR ITALY:  
ЗА ИТАЛИЮ:  
POUR L'ITALIE:  
POR ITALIA:  
義大利:

FOR HONDURAS:  
ЗА ГОНДУРАС:  
POUR LE HONDURAS:  
POR HONDURAS:  
宏都拉斯:

FOR ETHIOPIA:  
ЗА ЭФИОПИЮ:  
POUR L'ETHIOPIE:  
POR ETIOPIA:  
衣索比亞:

FOR GHANA:  
ЗА ГАНУ:  
POUR LE GHANA:  
POR GHANA:  
迦納:

A. A. Kofi

FOR CYPRUS:  
ЗА КИПР:  
POUR CHYPRE:  
POR CHIPRE:  
賽普勒斯:

Jean Rossides

FOR CANADA:  
ЗА КАНАДУ:  
POUR LE CANADA:  
POR EL CANADA:  
加拿大:

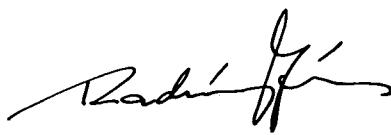
A. L. Ritchie

FOR BULGARIA:  
ЗА БОЛГАРИЮ:  
POUR LA BULGARIE:  
POR BULGARIA:  
保加利亞:

FOR AUSTRALIA:  
ЗА АВСТРАЛИЮ:  
POUR L'AUSTRALIE:  
POR AUSTRALIA:  
澳大利亞:

FOR DENMARK:  
ЗА ДАНИЮ:  
POUR LE DANEMARK:  
POR DINAMARCA:  
丹麥:

FOR HUNGARY:  
ЗА ВЕНГРИЮ:  
POUR LA HONGRIE:  
POR HUNGRIA:  
匈牙利:



FOR ICELAND:  
ЗА ИСЛАНДИЮ:  
POUR L'ISLANDE:  
POR ISLANDIA:  
冰島:



FOR CZECHOSLOVAKIA:  
ЗА ЧЕХОСЛОВАКИЮ:  
POUR LA TCHECOSLOVAQUIE:  
POR CHECOSLOVAQUIA:  
捷克斯拉夫:



FOR JAPAN:  
ЗА ЯПОНИЮ:  
POUR LE JAPON:  
POR EL JAPON:  
日本:

Ryuji Takemoto

FOR ROMANIA:  
ЗА РУМЫНИЮ:  
POUR LA ROUMANIE:  
POR RUMANIA:  
羅馬尼亞:

P. Stefanescu

FOR POLAND:  
ЗА ПОЛЬШУ:  
POUR LA POLOGNE:  
POR POLONIA:  
波蘭:

Loktar Kowalski

FOR TUNISIA:

ЗА ТУНИС:

POUR LA TUNISIE:

POR TUNEZ:

突尼西亞:



Radid Driess

FOR NEW ZEALAND:

ЗА НОВУЮ ЗЕЛАНДИЮ:

POUR LA NOUVELLE-ZEELANDE:

POR NUEVA ZELANDIA:

紐西蘭:



FOR COLOMBIA:

ЗА КОЛУМБИЮ:

POUR LA COLOMBIE:

POR COLOMBIA:

哥倫比亞:



FOR FINLAND:  
ЗА ФИНЛЯНДИЮ:  
POUR LA FINLANDE:  
POR FINLANDIA:

芬蘭:

Matti Munkkijoki

FOR PANAMA:  
ЗА ПАНАМУ:  
POUR LE PANAMA:  
POR PANAMA:

巴拿馬:

Juan de Leon

FOR LAOS:  
ЗА ЛАОС:  
POUR LE LAOS:  
POR LAOS:

寮國:

Phetsakdi

FOR GREECE:

ЗА ГРЕЦИЮ:

POUR LA GRECE:

POR GRECIA:

希臘:

Alexander A. Malvas.

FOR THE PHILIPPINES:

ЗА ФИЛЛИПИНЫ:

POUR LES PHILIPPINES:

POR FILIPINAS:

菲律賓:

José F. Empedrad

FOR TURKEY:

ЗА ТУРЦИЮ:

POUR LA TURQUIE:

POR TURQUIA:

土耳其:

Mehmet Ali

FOR YUGOSLAVIA:  
ЗА ЈУГОСЛАВИЈУ:  
POUR LA YOUNGOSLAVIE:  
POR YUGOSLAVIA:  
南斯拉夫:

*Veljko Kadić*

FOR AFGHANISTAN:  
ЗА АФГАНИСТАН:  
POUR L'AFGHANISTAN:  
POR EL AFGANISTAN:  
阿富汗:

*Br. A. Majid*

FOR ARGENTINA:  
ЗА АРГЕНТИНУ:  
POUR L'ARGENTINE:  
POR LA ARGENTINA:  
阿根廸:

*Ruffo*

FOR THE UNITED ARAB REPUBLIC:  
ЗА ОБЪЕДИНЕННУЮ АРАБСКУЮ РЕСПУБЛИКУ:  
POUR LA REPUBLIQUE ARABE UNIE:  
POR LA REPUBLICA ARABE UNIDA:  
阿拉伯聯合共和國:



FOR HAITI:  
ЗА ГАИТИ:  
POUR HAITI:  
POR HAITI:  
海地:



FOR LUXEMBOURG:  
ЗА ЛЮКСЕМБУРГ:  
POUR LE LUXEMBOURG:  
POR LUXEMBURGO:

盧森堡:



FOR VIET-NAM:  
ЗА ВЬЕТНАМ:  
POUR LE VIET-NAM:  
POR VIET-NAM:  
越南:

FOR VENEZUELA:  
ЗА ВЕНЕСУЭЛУ:  
POUR LE VENEZUELA:  
POR VENEZUELA:  
委內瑞拉:

FOR THE FEDERAL REPUBLIC OF GERMANY:  
ЗА ФЕДЕРАТИВНУЮ РЕСПУБЛИКУ ГЕРМАНИИ:  
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:  
POR LA REPUBLICA FEDERAL DE ALEMANIA:  
德意志联邦共和国:

TIAS 6347

FOR ISRAEL:  
ЗА ИЗРАИЛЬ:  
POUR ISRAËL:  
POR ISRAEL:  
以色列:

*Махамехане*

FOR EL SALVADOR:  
ЗА САЛЬВАДОР:  
POUR EL SALVADOR:  
POR EL SALVADOR:  
薩爾瓦多:

*Джон Уильям Дикенс*

FOR THAILAND:  
ЗА ТАИЛАНД:  
POUR LA THAILANDE:  
POR TAILANDIA:  
泰國:

*Раджини*

FOR SWEDEN:  
ЗА ШВЕЦИЮ:  
POUR LA SUEDE:  
POR SUECIA:  
瑞典:

FOR ECUADOR:  
ЗА ЭКВАДОР:  
POUR L'EQUATEUR:  
POR EL ECUADOR:  
厄瓜多:

FOR TOGO:  
ЗА ТОГО:  
POUR LE TOGO:  
POR EL TOGO:  
多哥:

FOR THE DOMINICAN REPUBLIC:  
ЗА ДОМИНИКАНСКУЮ РЕСПУБЛИКУ:  
POUR LA REPUBLIQUE DOMINICAINE:  
POR LA REPUBLICA DOMINICANA:  
多明尼加共和国:

FOR SWITZERLAND:  
ЗА ШВЕЙЦАРИЮ:  
POUR LA SUISSE:  
POR SUIZA:  
瑞士:

FOR BURUNDI:  
ЗА БУРУНДИ:  
POUR LE BURUNDI:  
POR BURUNDI:  
布隆提:

FOR IRELAND:  
ЗА ИРЛАНДИЮ:  
POUR L'IRLANDE:  
POR IRLANDA:  
愛爾蘭:



FOR CAMEROON:  
ЗА КАМЕРУН:  
POUR LE CAMEROUN:  
POR EL CAMERUN:  
喀麥隆:



FOR INDONESIA:  
ЗА ИНДОНЕЗИЮ:  
POUR L'INDONESIE:  
POR INDONESIA:  
印度尼西亞:



FOR BOLIVIA:  
ЗА БОЛИВИЮ:  
POUR LA BOLIVIE.  
POR BOLIVIA:  
玻利維亞:

FOR BOTSWANA:  
ЗА БОТСВАНУ  
POUR LE BOTSWANA:  
POR BOTSWANA:  
波札那:

FOR LESOTHO:

ЗА ЛЕСОТО  
POUR LE LESOTHO:  
POR LESOTHO:  
賴索托:

FOR KOREA:  
ЗА КОРЕЮ:  
POUR LA COREE:  
POR COREA:  
韓國:

*Nelson Paul Kenna*

FOR THE CONGO (KINSHASA):  
ЗА КОНГО (КИНШАСА):  
POUR LE CONGO (KINSHASA):  
POR EL CONGO (KINSHASA):  
刚果(金沙沙):

*Arouka*

FOR URUGUAY:  
ЗА УРУГВАЙ:  
POUR L'URUGUAY:  
POR URUGUAY:  
烏拉圭:

*Pedro Chelli*

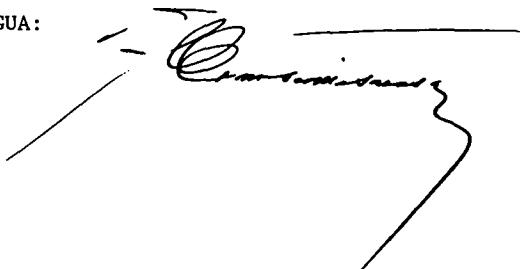
FOR THE CENTRAL AFRICAN REPUBLIC:  
ЗА ЦЕНТРАЛЬНОАФРИКАНСКУЮ РЕСПУБЛИКУ:  
POUR LA REPUBLIQUE CENTRAFRICAINE:  
POR LA REPUBLICA CENTROAFRICANA:  
中非共和国:

G. DOUATHE.

FOR RWANDA:  
ЗА РУАНДУ:  
POUR LE RWANDA:  
POR RWANDA:  
盧安達:



FOR NICARAGUA:  
ЗА НИКАРАГУА:  
POUR LE NICARAGUA:  
POR NICARAGUA:  
尼加拉瓜:



FOR THE NIGER.  
ЗА НИГЕР.  
POUR LE NIGER.  
POR EL NIGER.

RE: le 1<sup>er</sup> Février 1967

*S. M. S.*

FOR SOMALIA.  
ЗА СОМАЛИ.  
POUR LA SOMALIE  
POR SOMALIA.

索馬利亞

*F. Abdalla*  
Feb 2, 1967

FOR JORDAN  
ЗА ИОРДАНИЮ:  
POUR LA JORDANIE  
POR JORDANIA.

約旦

*F. Abu Ghazala*

Feb. 2 1967

FOR BRAZIL:  
ЗА БРАЗИЛИЮ:  
POUR LE BRESIL:  
POR EL BRASIL:  
巴西:

V. E. Buckley  
February 2<sup>nd</sup> 1967

FOR BELGIUM:  
ЗА БЕЛЬГИЮ:  
POUR LA BELGIQUE:  
POR BELGICA:  
比利時:

Banan Lam/Choy  
February 2<sup>nd</sup> 1967

FOR NEPAL:  
ЗА НЕПАЛ:  
POUR LE NEPAL:  
POR NEPAL:  
尼泊爾:

Jadna Bahadur  
February 3<sup>rd</sup> 1967

FOR NORWAY:  
ЗА НОРВЕГИЮ:  
POUR LA NORVEGE:  
POR NORUEGA:  
挪威:

Рус редакция  
February 3, 1967

FOR GUYANA:  
ЗА ГВИАНУ:  
POUR LA GUYANE:  
POR GUYANA:  
蓋亞那:

John Carter  
February 3, 1967

FOR THE NETHERLANDS:  
ЗА НИДЕРЛАНДЫ:  
POUR LES PAYS-BAS:  
POR LOS PAISES BAJOS:  
荷蘭:

C. J. Versteegh  
February 10, 1967

FOR AUSTRIA:  
ЗА АВСТРИЮ:

POUR L'AUSTRICHE:  
POR AUSTRIA:

奥地利:

February 20 1967

FOR MALAYSIA:  
ЗА МАЛАЙСКУЮ ФЕДЕРАЦИЮ:  
POUR LA MALAYSIA:  
POR MALASIA:

馬來西亞:

February 20, 1967.

FOR LEBANON:  
ЗА ЛИВАН:  
POUR LE LIBAN:  
POR EL LIBANO:

黎巴嫩:

February 23, 1967

FOR IRAQ:  
ЗА ИРАК:  
POUR L'IRAK:  
POR EL IRAK:  
伊拉克:

*M. A. Can*

27.1967

FOR SOUTH AFRICA:  
ЗА ЮЖНУЮ АФРИКУ:  
POUR L'AFRIQUE DU SUD:  
POR SUDAFRICA:

南非:

*H. T. Taswell*

1 Mar 1967

FOR THE UPPER VOLTA:  
ЗА ВЕРХНЮЮ ВОЛЬТУ:  
POUR LA HAUTE-VOLTA:  
POR E<sup>1</sup> ALTO VOLTA:  
上伏塔

*S. Kerean*

3 Mar 1967

FOR INDIA:  
ЗА ИНДИЮ:  
POUR L'INDE:  
POR LA INDIA:  
印度

સર ફાલ નાના

3-3-1967

FOR SAN MARINO:  
ЗА САН-МАРИНО:  
POUR SAINT-MARIN:  
POR SAN MARINO:  
聖馬利諾

4/21/67

I CERTIFY THAT the foregoing is a true copy of the United States depositary original of the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, Including the Moon and Other Celestial Bodies, which original, done in the English, Russian, French, Spanish, and Chinese languages, was opened for signature at Washington on January 27, 1967, was signed on that date for the United States of America, the United Kingdom of Great Britain and Northern Ireland, the Union of Soviet Socialist Republics and fifty-seven other States and subsequently for seventeen additional States, and is deposited in the archives of the Government of the United States of America.

IN TESTIMONY WHEREOF, I, DEAN RUSK, Secretary of State of the United States of America, have hereunto caused the seal of the Department of State to be affixed and my name subscribed by the Authentication Officer of the said Department, at the city of Washington, in the District of Columbia, this twenty-seventh day of April, 1967.

*Dean Rusk*

Secretary of State

[SEAL]

By

*Barbara Taberman*  
Authentication Officer  
Department of State

WHEREAS the Senate of the United States of America by its resolution of April 25, 1967, two thirds of the Senators present concurring therein, did advise and consent to the ratification of the Treaty;

WHEREAS the President of the United States of America on May 24, 1967 duly ratified the Treaty, in pursuance of the advice and consent of the Senate;

WHEREAS Article XIV provides that the Treaty shall enter into force upon the deposit of instruments of ratification by five Governments including those designated as Depositary Governments, namely the Governments of the United States of America, the United Kingdom of Great Britain and Northern Ireland, and the Union of Soviet Socialist Republics;

WHEREAS instruments of ratification were deposited with the Government of the United States of America as follows: Bulgaria on April 11, 1967; Niger on May 3, 1967; Czechoslovakia on May 22, 1967; Hungary on June 26, 1967; Finland on July 12, 1967; Sierra Leone on July 14, 1967; and Denmark, Canada, Japan, Australia, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America on October 10, 1967;

AND WHEREAS, pursuant to the aforesaid provisions of Article XIV, the Treaty entered into force on October 10, 1967;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the Treaty on Principles Governing the Activities of States in the Exploration and Use of Outer Space, including the Moon and Other Celestial Bodies, to the end that the Treaty and every article and clause thereof shall be observed and fulfilled with good faith, on and after October 10, 1967, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this tenth day of October in the year  
of our Lord one thousand nine hundred sixty-seven and  
[SEAL] of the Independence of the United States of America the  
one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

[Signatures affixed at Washington to the United States original of the Treaty subsequent to April 25, 1967, the date of the United States Senate Resolution of Advice and Consent to Ratification]

FOR SIERRA LEONE:  
ЗА СИЕРРА-ЛЕОНЕ:  
POUR LE SIERRA LEONE:  
POR SIERRA LEONA:  
獅子山:

C. Sierra

16<sup>th</sup> May, 1967.

FOR BURMA:  
ЗА БИРМУ:  
POUR LA BIRMANIE:  
POR BIRMANIA:  
緬甸:

Tun Shin  
May 22, 1967

FOR JAMAICA:  
ЗА ЯМАЙКУ:  
POUR LA JAMAIQUE:  
POR JAMAICA:  
牙屬加:

V.C. Miller  
June 29, 1967.

FOR PERU:  
ЗА ПЕРУ:  
POUR LE PEROU:  
POR EL PERU:  
秘魯:

30  
June 1967

FOR PAKISTAN:  
ЗА ПАКИСТАН:

POUR LE PAKISTAN:  
POR EL PAKISTAN:

巴基斯坦:

*Khalid*  
12<sup>th</sup> Sept 1967.

FOR FRANCE:

ЗА ФРАНЦИЮ:

POUR LA FRANCE:

POR FRANCIA:

法蘭西:

*Pauline Lemoine*  
Sept. 25<sup>th</sup> 1967

FOR TRINIDAD AND TOBAGO:

ЗА ТРИНИДАД И ТОБАГО:

POUR LA TRINITE ET TOBAGO:

POR TRINIDAD Y TABAGO:

千里達及托貝哥

*W. Clarke*  
September 28<sup>th</sup>, 1967

*Note by the Department of State*

Names of the plenipotentiaries who signed the Treaty at Washington on January 27, 1967 [\*] — April 21, 1967:

**FOR THE UNITED STATES OF AMERICA:**

DEAN RUSK  
ARTHUR J. GOLDBERG

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

PATRICK DEAN

**FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:**

ANATOLY F. DOBRYNIN

**FOR CHILE:**

RADOMIRO TOMIC

**FOR MEXICO:**

HUGO B. MARGÁIN

**FOR CHINA:**

CHOW SHU-KAI

**FOR ITALY:**

SERGIO FENOALTEA

**FOR HONDURAS:**

RICARDO MIDENCE SOTO

**FOR ETHIOPIA:**

TASHOMA HAILE-MARIAM

**FOR GHANA:**

ABRAHAM BENJAMIN BAH KOFI

**FOR CYPRUS:**

ZENON ROSSIDES

**FOR CANADA:**

A. EDGAR RITCHIE

**FOR BULGARIA:**

DR. LUBEN GUERASSIMOV

**FOR AUSTRALIA:**

JOHN KEITH WALLER

**FOR DENMARK:**

FLEMMING AGERUP

**FOR HUNGARY:**

JÁNOS RADVÁNYI

**FOR ICELAND:**

PETUR THORSTEINSSON

**FOR CZECHOSLOVAKIA:**

DR. KAREL DUDA

**FOR JAPAN:**

RYUJI TAKEUCHI

---

[\*] Signature affixed January 27, 1967 unless otherwise indicated.

FOR ROMANIA:  
PETRE BĂLĂCEANU

FOR POLAND:  
ZDZISLAW SZEWczyk

FOR TUNISIA:  
RACHID DRISS

FOR NEW ZEALAND:  
JACK SHEPHERD

FOR COLOMBIA:  
HERNAN ECHAVARRÍA

FOR FINLAND:  
OLAVI MUNKKI

FOR PANAMA:  
RICARDO M. ARIAS E.

FOR LAOS:  
KHAMKING SOUVANLASY

FOR GREECE:  
ALEXANDER A. MATSAS

FOR THE PHILIPPINES:  
JOSÉ F. IMPERIAL

FOR TURKEY:  
MELIH ESENBEL

FOR YUGOSLAVIA:  
VELJKO MICUNOVIC

FOR AFGHANISTAN:  
DR. ABDUL MAJID

FOR ARGENTINA:  
ALVARO C. ALSOGARAY

FOR THE UNITED ARAB REPUBLIC:  
MOSTAFA KAMEL

FOR HAITI:  
ARTHUR BONHOMME

FOR LUXEMBOURG:  
MAURICE STEINMETZ

FOR VIET-NAM:  
BUI DIEM

FOR VENEZUELA:  
ENRIQUE TEJERA-PARIS

FOR THE FEDERAL REPUBLIC OF GERMANY:  
HEINRICH KNAPPSTEIN

FOR ISRAEL:  
AVRAHAM HARMAN

FOR EL SALVADOR:  
RAMON DE CLAIRMONT-DUEÑAS

FOR THAILAND:  
SUKICH NIMMANHEMINDA

FOR SWEDEN:  
HUBERT DE BESCHE

FOR ECUADOR :  
GUSTAVO LARREA

FOR TOGO :  
ROBERT AJAVON

FOR THE DOMINICAN REPUBLIC :  
HECTOR GARCIA-GODOY

FOR SWITZERLAND :  
FELIX SCHNYDER

FOR BURUNDI :  
CLÉMENT SAMBIRA

FOR IRELAND :  
WILLIAM P. FAY

FOR CAMEROON :  
JOSEPH N. OWONO

FOR INDONESIA :  
SUWITO KUSUMOWIDAGDO

FOR BOLIVIA :  
JULIO SANJINES-GOYTIA

FOR BOTSWANA :  
ZACHARIAH KEODIRELANG MATTHEWS

FOR LESOTHO :  
ALBERTO S. MOHALE

FOR KOREA :  
HYUN CHUL KIM

FOR THE CONGO (KINSHASA) :  
CYRILLE ADOUALA

FOR URUGUAY :  
RUBEN A. ALEJANDRO CHELLE

FOR THE CENTRAL AFRICAN REPUBLIC :  
MICHEL GALLIN-DOUATHE

FOR RWANDA :  
CELESTIN KABANDA

FOR NICARAGUA :  
GUILLERMO SEVILLA-SACASA

FOR THE NIGER :  
A MAYAKI le 1er Fevrier 1967

FOR SOMALIA :  
A M ADAN Feb. 2, 1967

FOR JORDAN :  
F. SHUBEILAT Feb. 2 - 1967

FOR BRAZIL :  
V. DA CUNHA February 2nd 1967

FOR BELGIUM :  
BARON LOUIS SCHEYVEN February 2nd 1967

FOR NEPAL :  
PADMA BAHADUR February 3rd 1967

FOR NORWAY :  
ARNE GUNNENG February 3, 1967

<b>FOR GUYANA :</b>	
JOHN CARTER	February 3, 1967
<b>FOR THE NETHERLANDS :</b>	
C. SCHURMANN	February 10, 1967
<b>FOR AUSTRIA :</b>	
LEMBERGER	February 20 1967
<b>FOR MALAYSIA :</b>	
TAN SRI ONG YOKE LIN	February 20, 1967
<b>FOR LEBANON :</b>	
I AHDAH	February 23, 1967
<b>FOR IRAQ :</b>	
N. HANI	2. 27. 1967
<b>FOR SOUTH AFRICA :</b>	
H L T TASWELL	1 Mar 1967
<b>FOR THE UPPER VOLTA :</b>	
P ROUMBA	3 Mars 1967
<b>FOR INDIA :</b>	
BRAJ KUMAR NEHRU [Romanization]	3 - 3 - 1967
<b>FOR SAN MARINO :</b>	
FRANCO FIORIO	4/21/67

Names of the plenipotentiaries who signed the Treaty at Washington subsequent to April 25, 1967, the date on which the Senate of the United States of America gave its advice and consent to ratification:

<b>FOR SIERRA LEONE :</b>	
C. O. E. COLE	16th May, 1967
<b>FOR BURMA :</b>	
TUN WIN	May 22, 1967
<b>FOR JAMAICA :</b>	
V. C. SMITH	June 29, 1967
<b>FOR PERU :</b>	
C. PASTOR	June 30, 1967
<b>FOR PAKISTAN :</b>	
AGHA HILALY	12th Sept 1967
<b>FOR FRANCE :</b>	
CHARLES LUCET	Sept. 25th 1967
<b>FOR TRINIDAD AND TOBAGO :</b>	
ELLIS CLARKE	September 28th, 1967

VENEZUELA  
**Alien Amateur Radio Operators**

*Agreement effected by exchange of notes  
Signed at Caracas September 18, 1967;  
Entered into force October 3, 1967.*

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

No. 122

CARACAS, September 18, 1967

**EXCELLENCY:**

I have the honor to inform Your Excellency that the Government of the United States of America is desirous of making an agreement with the Government of Venezuela to grant reciprocal authorization so that amateur radio operators in each of our countries may operate their radio stations in the other country, subject to the following conditions:

- 1) An amateur radio operator who is licensed by his Government and who operates an amateur radio station with the permission of his Government will be permitted by the other Government, on a reciprocal basis and subject to the conditions listed below, to operate such a station on the territory of such other Government.
- 2) The amateur radio operator who is licensed by his Government, before he will be permitted to operate his station as provided in paragraph one, shall obtain from the appropriate administrative agency of the other Government an authorization for that purpose.
- 3) The appropriate administrative agency of each Government may issue an authorization, as prescribed in paragraph two, under such conditions and terms as it may prescribe, including the right of cancellation of this authorization at any time, at the convenience of the issuing Government.

This Note and the favorable reply to it from Your Excellency of the same date, will constitute an agreement between our two Governments which will enter into effect fifteen days after signature.<sup>1</sup> This agreement may be terminated by either party by written notification, such termination to become effective sixty days from the date of receipt of notification from the Government of the other party.

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<sup>1</sup> Oct. 3, 1967.

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

MAURICE M. BERNBAUM

His Excellency

Dr. IGNACIO IRIBARREN BORGES  
Minister of Foreign Affairs  
Caracas

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

REPUBLICA DE VENEZUELA  
MINISTERIO DE RELACIONES EXTERIORES

No. T-5889

CARACAS, 18 de septiembre de 1967.

SEÑOR EMBAJADOR:

Tengo a honra avisar a Vuestra Excelencia el recibo de su atenta nota número 122 de fecha 18 del presente mes, por medio de la cual se sirve proponer la celebración de un Acuerdo entre los Gobiernos de Venezuela y de los Estados Unidos de América para otorgar autorizaciones recíprocas a fin de que los radioaficionados de cada uno de los dos países pueda operar con sus estaciones de radio en el otro país, bajo las siguientes condiciones:

1. - Un radioaficionado que tenga licencia de su Gobierno y quien opere una estación de radioaficionados con permiso de dicho Gobierno, será autorizado por el otro Gobierno para operar tal estación en su territorio sobre una base recíproca y sujeto a las condiciones que abajo se indican.

2. - El radioaficionado que tenga permiso de su Gobierno, antes de que le sea permitido operar su estación de radio, como lo establece el párrafo 1. obtendrá de la oficina apropiada del otro Gobierno una autorización para tal propósito.

3. - La dependencia designada por cada Gobierno puede otorgar la autorización, tal como lo prescribe el párrafo 2, bajo las condiciones y términos que cada Gobierno establezca, incluyendo el derecho de cancelación de dicho permiso en cualquier tiempo, a la conveniencia del Gobierno otorgante.

En conformidad con la sugerión contenida en la referida nota de Vuestra Excelencia, me es grato declarar que mi Gobierno está de acuerdo con la proposición que antecede y que el presente Convenio entrará en vigor 15 días después de la fecha de esta comunicación y podrá ser terminado por cualquiera de las Partes previa notificación por escrito a la otra con sesenta (60) días de anticipación.

Válgame de la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

[SEAL]

IGNACIO IRIBARREN B.

Ignacio Iribarren Borges.

Al Excelentísimo Señor

MAURICE M. BERNBAUM

*Embažador Extraordinario y Plenipotenciario  
de los Estados Unidos de América  
Presente.*

*Translation*

REPUBLIC OF VENEZUELA  
MINISTRY OF FOREIGN AFFAIRS

No. T-5889

CARACAS, September 18, 1967.

MR. AMBASSADOR:

I have the honor to acknowledge the receipt of Your Excellency's note No. 122 dated the 18th of this month, whereby you propose the making of an agreement between the Governments of Venezuela and of the United States of America to grant reciprocal authorization so that amateur radio operators in each of the two countries may operate their radio stations in the other country, subject to the following conditions:

1. An amateur radio operator who is licensed by his Government and who operates an amateur radio station with the permission of his Government will be permitted by the other Government, on a reciprocal basis and subject to the conditions listed below, to operate such a station on its territory.

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

3. The agency designated by each Government may issue an authorization, as prescribed in paragraph two, under such conditions and terms as each Government may prescribe, including the right of cancellation of this authorization at any time, at the convenience of the issuing Government.

In accordance with the suggestion contained in Your Excellency's note mentioned above, I am happy to state that my Government agrees to the foregoing proposal and that this agreement will enter into effect fifteen days after the date of this communication and may be terminated by either party by written notification to the other party sixty (60) days in advance.

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

IGNACIO IRIBARREN B.

[SEAL]

Ignacio Iribarren Borges

His Excellency

MAURICE M. BERNBAUM,

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

## PORUGAL

### Trade in Cotton Textiles

*Agreement amending the agreement of March 23, 1967.*

*Effectuated by exchange of notes*

*Signed at Lisbon September 29, 1967;*

*Entered into force September 29, 1967.*

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

No. 96

LISBON, September 29, 1967

**EXCELLENCY:**

I refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol<sup>[1]</sup> to extend through September 30, 1970, the Long-Term Arrangement Regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962<sup>[2]</sup> (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the Agreement between our two Governments concerning exports of cotton textiles from Portugal to the United States effected by an exchange of notes dated March 23, 1967<sup>[3]</sup> (hereinafter referred to as the Agreement). I confirm, on behalf of my Government, the understanding that the Agreement is amended as provided in the following numbered paragraphs. This amendment is based on our understanding that the above-mentioned Protocol will enter into force for our two Governments on October 1, 1967.

1. Paragraphs 2 and 3 are amended to read as follows:

"2. The aggregate limit for the first agreement year, calendar year 1967, shall be 103,425,000 square yards equivalent; for the second agreement year, it shall be 108,990,000 square yards equivalent. It is noted that the aggregate limit and the limit for Group I reflect a special adjustment for the first agreement year. All levels set forth for the second agreement year are 5 percent higher than the limits for the preceding year without this special adjustment; thus the growth factor

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<sup>1</sup> Done at Geneva May 1, 1967; TIAS 6289; *ante*, p. 1337.

<sup>2</sup> TIAS 5240; 13 UST 2672.

<sup>3</sup> TIAS 6237; *ante*, p. 324.

provided for in paragraph 9 has already been applied in arriving at these levels for the second agreement year."

"3. Within the aggregate limit the following group limits shall apply:

	1st Agreement Year	2nd Agreement Year
	(Square Yards Equivalent)	
Group I Yarn (Categories 1-4)	67, 225, 000	70, 980, 000
Group II Fabrics, made-up goods and miscellaneous (Categories 5-38 and 64)	27, 000, 000	28, 350, 000
Group III Apparel (Categories 39-64)	9, 200, 000	9, 660, 000"

2. In paragraph 4, all specific limits on yarn categories are deleted.

3. Paragraph 7 is amended to read as follows:

"7. (a). In the event of undue concentration in exports from Portugal to the United States of cotton textiles in any category in Group I, the United States Government may request consultation with the Portuguese Government to determine an appropriate course of action. During the course of such consultation, the Portuguese Government shall limit exports in the category in question from Portugal to the United States starting with the 12-month period beginning on the date of the request for consultation. This limit shall be 105 percent of the exports of such products from Portugal to the United States during the most recent 12-month period preceding the request for consultation and for which statistics are available to the two Governments."

"(b). In the event that Portugal plans to export during any agreement year more than 350,000 square yards equivalent in any category in Group III not given a specific limit, or more than 500,000 square yards equivalent in any category in Group II not given a specific limit, the Government of Portugal shall inform the Government of the United States of America of this intention. The Government of the United States of America will notify the Government of Portugal promptly, and, in any event, within 30 days after receipt of the information from the Government, whether it wishes to consult on this question. During this 30-day period, the Government of Portugal agrees not to permit agreement year exports to exceed the limit applicable under this paragraph to the category in question. If the Government of the United States of America requests consultations, it shall provide the Government of Portugal with information on conditions of the United States market in this category. During the course of such consultations, the Government of Portugal shall continue to limit exports in this category to an annual level not to exceed the limit applicable to such category under this paragraph."

4. Paragraph 9 is amended to read as follows:

"9. In the succeeding twelve-month periods for which any limitation is in force under this Agreement, the level of exports permitted

under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 18."

5. New paragraphs, numbered 18 and 19, are added to the Agreement to read as follows:

"18. (a). For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Portugal to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Portugal may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5 percent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 7 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5."

"19. The Government of the United States of America shall continue to assist in the implementation of the Agreement by the use of import controls."

If the above conforms with the understanding of your Government, this note and your note of confirmation on behalf of the Government of Portugal shall constitute an amendment to the cotton textile agreement of March 23, 1967, between our two Governments.

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

W. TAPLEY BENNETT

His Excellency

Prof. Dr. ALBERTO GORJAO FRANCO NOGUEIRA,  
*Minister of Foreign Affairs,*  
*Lisbon.*

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

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

*Gabinete do Ministro*

LISBOA, 29 de Setembro de 1967

**EXCELÊNCIA,**

Tenho a honra de acusar a recepção da Nota de Vossa Excelência datada de hoje, do teor seguinte:

"I refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol to extend through September 30, 1970, the Long-Term Arrangement Regarding International Trade in Cotton Textiles done in Geneva on February 9, 1962 (hereinafter referred to as "the Long-Term Agreement"). I also refer to recent discussions between representatives of our two Governments and to the Agreement between our two Governments concerning exports of cotton textiles from Portugal to the United States effected by an exchange of notes dated March 23, 1967 (hereinafter referred to as the Agreement). I confirm, on behalf of my Government, the understanding that the Agreement is amended as provided in the following numbered paragraphs. This amendment is based on our understanding that the above-mentioned Protocol will enter into force for our two Governments on October 1, 1967.

1. Paragraphs 2 and 3 are amended to read as follows:

"2. The aggregate limit for the first agreement year, calendar year 1967, shall be 103,425,000 square yards equivalent; for the second agreement year, it shall be 108,990,000 square yards equivalent. It is noted that the aggregate limit and the limit for Group I reflect a special adjustment for the first agreement year. All levels set forth for the second agreement year are 5 percent higher than the limits for the preceding year, without this special adjustment; thus the growth factor provided for in paragraph 9 has already been applied in arriving at these levels for the second agreement year."

"3. Within the aggregate limit the following group limits shall apply:

	1st Agreement Year	2nd Agreement Year
	(Square Yards Equivalent)	
Group I Yarn (Categories 1-4)	67,225,000	70,980,000
Group II Fabrics, made-up goods and miscellaneous (Categories 5-38 & 64)	27,000,000	28,350,000
Group III Apparel (Categories 39-64)	9,200,000	9,660,000

2. In paragraph 4, all specific limits on yarn categories are deleted.

3. Paragraph 7 is amended to read as follows:

"7. (a). In the event of undue concentration in exports from Portugal to the United States of cotton textiles in any category in

Group I, the United States Government may request consultation with the Portuguese Government to determine an appropriate course of action. During the course of such consultation, the Portuguese Government shall limit exports in the category in question from Portugal to the United States starting with the 12-month period beginning on the date of the request for consultation. This limit shall be 105 percent of the exports of such products from Portugal to the United States during most recent 12-month period preceding the request for consultation and for which statistics are available to the two Governments."

"(b). In the event that Portugal plans to export during any agreement year more than 350,000 square yards equivalent in any category in Group III not given a specific limit, or more than 500,000 square yards equivalent in any category in Group II not given a specific limit, the Government of Portugal shall inform the Government of the United States of America of this intention. The Government of the United States of America will notify the Government of Portugal promptly, and, in any event, within 30 days after receipt of the information from the Government of Portugal, whether it wishes to consult on this question. During this 30-day period, the Government of Portugal agrees not to permit agreement year exports to exceed the limit applicable under this paragraph to the category in question. If the Government of the United States of America requests consultations, it shall provide the Government of Portugal with information on conditions of the United States market in this category. During the course of such consultations, the Government of Portugal shall continue to limit exports in this category, to an annual level not to exceed the limit applicable to such category under this paragraph."

4. Paragraph 9 is amended to reads as follows:

"9. In the succeeding twelve-month periods for which any limitation is in force under this Agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 18."

5. New paragraphs, numbered 18 and 19, are added to the Agreement to read as follows:

"18. (a). For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Portugal to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Portugal may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit

and shall not exceed either 5 percent of the aggregate limit or 5 percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5 percent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 7 of the agreement.

(b). The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c). The carryover shall be in addition to the exports permitted in paragraph 5."

"19. The Government of the United States of America shall continue to assist in the implementation of the Agreement by the use of import controls."

If the above conforms with the understanding of your Government this note and your note of confirmation on behalf of the Government of Portugal shall constitute an amendment to the cotton textile agreement of March 23, 1967, between our two Governments."

Tenho a honra de comunicar a Vossa Excelência que o Governo Português está de acordo com o teor da Nota de Vossa Excelência e que a Nota de Vossa Excelência e esta resposta constituem um Acordo formal entre os nossos dois países a partir de hoje.

Aproveito a oportunidade para apresentar a Vossa Excelência os protestos da minha mais alta consideração.

A FRANCO NOGUEIRA

His Excellency W. TAPLEY BENNETT Jr.  
*Ambassador of the United States of America*  
etc., etc., etc.  
*Lisboa*

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
Office of the Minister

LISBON, *September 29, 1967*

EXCELLENCY:

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

[For the English language text of the note, see *ante*, p. 2503.]

I have the honor to inform Your Excellency that the Portuguese Government agrees to the terms of Your Excellency's note and that your note and this reply shall constitute a formal agreement between our two countries beginning today.

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

A FRANCO NOGUEIRA

His Excellency

W. TAPLEY BENNETT, Jr.,  
*Ambassador of the*  
*United States of America,*  
*etc., etc., etc.,*  
*Lisbon.*

TIAS 6349

## **SWAZILAND**

### **Investment Guaranties**

*Agreement signed at Mbabane September 29, 1967;  
Entered into force September 29, 1967.*

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The Government of the United States of America (the "Guaranteeing Government") and the Government of the Kingdom of Swaziland (the "Host Government") with the authority of Her Majesty's Government in the United Kingdom;

Seeking to encourage private investments in projects which will contribute to the development of the Kingdom of Swaziland's economic resources and productive capacities through investment guarantees issued by the Guaranteeing Government,

Have agreed as follows:

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

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

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

4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such inter-

ests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

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

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

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

claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

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

8. This Agreement shall enter into force on the date of signature.

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

DONE at Mbabane, Swaziland, in duplicate, this twenty ninth day of September 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

CHRIS C PAPPAS, JR.

Chris C. Pappas, Jr.  
*Consul of the United States of America*

FOR THE GOVERNMENT OF THE  
KINGDOM OF SWAZILAND

L. LOVELL

Leo Lovell  
*Minister for Finance, Commerce and Industry*

**VIET-NAM**  
**Agricultural Commodities**

*Agreement supplementing the agreement of March 13, 1967.  
Signed at Saigon September 21, 1967;  
Entered into force September 21, 1967.*

**SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES**

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

**PART II – PARTICULAR PROVISIONS**

**ITEM I. COMMODITY TABLE:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Rice	United States Fiscal Year 1968.	500,000 metric tons	\$90,000,000
	Local Currency Terms		\$90,000,000

**ITEM II. PAYMENT TERMS:**

Local Currency Terms:

A. Proportions of Local Currency Indicated for Specified Purposes

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

<sup>1</sup> TIAS 6271, 6319; *ante*, pp. 1219, 1755.

by the two Governments. If agreement is not reached on the use of this local currency within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act [¹] any of the local currency with respect to which such agreement is not reached.

3. Convertibility: Section 104(b) (1) - \$1,800,000.
4. Exchange rate: Under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the official rate of 80 piastres per United States dollar plus an economic consolidation surtax of 38 piastres per dollar, resulting in an effective rate of 118 piastres per dollar.

**ITEM III. USUAL MARKETING TABLE:** None.**ITEM IV. EXPORT LIMITATIONS:**

- A. Export Limitation Period: United States calendar year 1968 or any subsequent calendar year of actual import or utilization of United States rice.
- B. For the purposes of Part I, Article III A (3), of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are:  
Food grains including rice in the form of paddy, brown and/or milled.
- C. Permissible Export(s): None.

**ITEM V. SELF-HELP MEASURES:**

In consideration of Section 109(a) of the Act the Government of the Republic of Viet-Nam agrees to:

- A. Pursue aggressively a policy of rapidly increasing rice production in Viet-Nam through productivity increasing measures.
- B. Develop measures to maintain the officially announced paddy price during the forthcoming harvest season and to assure favorable returns to producers.
- C. Continue to promote importation and distribution of fertilizer by cooperative and private entities with the objective of considerably higher usage at prices consistent with the announced farm price for paddy.
- D. Undertake a program for decreasing losses of stored rice.

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<sup>¹</sup> 80 Stat. 1531; 7 U.S.C. § 1704.

- E. Develop longer-term price support, fertilizer and seed programs to support policy goal of increased rice production.

**ITEM VI. OTHER PROVISIONS:**

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

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

DONE at Saigon, in duplicate, this 21st day of September, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

ELLSWORTH BUNKER

Ellsworth Bunker  
*American Ambassador*

FOR THE GOVERNMENT OF THE  
REPUBLIC OF VIET-NAM

TRAN VAN Do

Tran Van Do  
*Commissioner General  
for Foreign Affairs*

[SEAL]

## CANADA

### **Boundary Waters: Pilotage Services on the Great Lakes and the St. Lawrence Seaway**

*Agreement amending the agreement of April 13, 1967.*

*Effectuated by exchange of notes*

*Signed at Washington October 6, 1967;*

*Entered into force October 6, 1967.*

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*The Secretary of State to the Ambassador of Canada*

DEPARTMENT OF STATE

WASHINGTON

*Oct 6 1967*

**EXCELLENCY:**

I have the honor to refer to the exchange of notes of April 13, 1967, [<sup>1</sup>] constituting an agreement between the Government of the United States and the Government of Canada concerning arrangements for coordination of pilotage services to be provided in United States waters and Canadian waters of the Great Lakes and the St. Lawrence Seaway as far east as St. Regis. These arrangements were set forth in the memorandum, signed on June 27, 1966 by the Minister of Transport of Canada and on June 29, 1966 [<sup>1</sup>] by the Secretary of Commerce of the United States, which was incorporated in the exchange of notes of April 13, 1967.

Certain arrangements provided for in the memorandum referred to above have been the subject of amendment contained in a further memorandum signed on October 6, 1967 by the Minister of Transport of Canada and by the Secretary of Transportation of the United States, a copy of which is annexed hereto and is hereby incorporated in this note.

I have the honor to propose on behalf of the Government of the United States that the existing arrangements as amended by the annexed memorandum govern the above mentioned coordination of pilotage services with effect as of October 12, 1967.

If this proposal meets with the approval of the Canadian Government, I have the honor to propose that this note and your Excellency's reply shall constitute an agreement between the two Governments.

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<sup>1</sup> TIAS 6252; *ante*, p. 468.

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

For the Secretary of State:  
WALTER J. STOESSEL, Jr.

Enclosure:  
Memorandum of Arrangements.

His Excellency  
A. E. RITCHIE,  
*Ambassador of Canada.*

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**Amendment to**  
**MEMORANDUM OF ARRANGEMENTS**  
**GREAT LAKES PILOTAGE**  
**between**  
**THE SECRETARY OF TRANSPORTATION OF THE UNITED**  
**STATES OF AMERICA**  
**and the**  
**MINISTER OF TRANSPORT OF CANADA**

In recognition of the need for cooperation with respect to pilotage services on the Great Lakes, the Secretary of Commerce of the United States and the Minister of Transport of Canada agreed to recommend to their respective governments the arrangements originally set forth in a Memorandum of Arrangements of May 1, 1961. This Memorandum of Arrangements was incorporated in the terms of an agreement between the two governments by an exchange of Notes on May 5, 1961. [1]

This agreement established a coordinated pilotage service for the Great Lakes and established a rate structure for pilotage services. While this agreement has been subsequently amended, the present agreement having become effective June 29, 1966, the pilotage system and its rate structure have remained basically as established in 1961.

In the past six years, with the introduction of newer and larger ships with more sophisticated navigational equipment and altered traffic

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<sup>1</sup> TIAS 4806, 5301, 5468; 12 UST 1033; 14 UST 226, 1627.

patterns, pilotage requirements in those waters governed by the agreement have changed considerably. As a result, the present pilotage system and its rate structure, designed to meet the requirements of 1961, do not meet the requirements of today.

Accordingly, the United States and Canada have initiated an overall review of the present pilotage system and its rate structure on the basis of which a new system and structure can be established before the navigational season of 1968.

However, it is also recognized that some adjustment in the pilotage charges is justified pending the establishment of a new pilotage system and rate structure. The Secretary of Transportation and the Minister of Transport of Canada have therefore agreed to recommend to their respective governments that the Memorandum of Arrangements as revised and restated effective June 29, 1966 be amended as follows:

Sections 6, 7, 8, 9 and 10 are amended to read as follows:

**"6. Charges for pilotage in the designated waters shall be as follows:**

(a) District No. 1:

(i) Between Snell Lock and Cape Vincent or Kingston, whether or not undesignated waters are traversed . . . . .	\$242
(ii) Between Snell Lock and Cardinal, Prescott or Ogdensburg . . . . .	121
(iii) Between Cardinal, Prescott or Ogdensburg and Cape Vincent or Kingston, whether or not undesignated waters are traversed . . . . .	176
(iv) For pilotage commencing or terminating at any point above Snell Lock other than those named in items (i), (ii) or (iii), \$2.42 per mile but with a minimum charge therefor of . . . . .	55
(v) for a movage in any harbour . . . . .	55

(b) District No. 2:

(i) Passage through the Welland Canal or any part thereof, \$5.50 for each mile plus \$16.50 for each lock transited but with a minimum charge therefor of . . . . . and a maximum charge therefor of . . . . .	55 220
(ii) Between Southeast Shoal or any point on Lake Erie west thereof and any point on the St. Clair River or the approaches thereto as far as the northerly limit of the District . . . . .	165
(iii) Between Southeast Shoal and any point on Lake Erie west thereof or on the Detroit River . . . . .	104. 50

(iv) Between any point on Lake Erie west of Southeast Shoal and any point on the Detroit River . . . . .	\$104.50
(v) Between points on Lake Erie west of Southeast Shoal . . . . .	55
(vi) Between points on the Detroit River . . . . .	55
(vii) Between any point on the Detroit River and any point on the St. Clair River or its approaches as far as the northerly limit of the District . . . . .	104.50
(viii) Between points on the St. Clair River including the approaches thereto as far as the northerly limit of the District . . . . .	82.50
<b>(c) District No. 3:</b>	
(i) Between the southerly limit of the District and the northerly limit of the District or the Algoma Steel Corporation Wharf at Sault Ste. Marie, Ontario . . . . .	220
(ii) Between the southerly limit of the District and Sault Ste. Marie, Michigan, or any point in Sault Ste. Marie, Ontario, other than the Algoma Steel Corporation Wharf . . . . .	181.50
(iii) Between the northerly limit of the District and Sault Ste. Marie, Ontario, including the Algoma Steel Corporation Wharf, or Sault Ste. Marie, Michigan . . . . .	82.50
(iv) For a movage in any harbour . . . . .	55

7. (a) Subject to paragraph (b), the charges to be paid by a ship that has a registered pilot on board in the undesignated waters shall be \$55 for each 24-hour period or part thereof that the pilot is on board, plus

- (i) \$27.50 for each time the pilot performs the docking or undocking of the ship on entering or leaving harbour or performs a movage of the ship within a harbour and,
- (ii) the travel expenses reasonably incurred by a pilot in joining the ship and returning to his base.

(b) When a registered pilot is carried on a ship in a direct transit of the undesignated waters of Lake Erie between Southeast Shoal and Port Colborne, the charges referred to in paragraph (a) are not payable unless,

- (i) the ship is required by law to have a registered pilot on board in those waters, or
- (ii) services are performed by the pilot in those waters at the request of the Master.

#### Detention en Route

8. (a) When the passage of a ship through a District is interrupted for the purpose of loading or discharging cargo or for any other reason and the services of the registered pilot are retained, during such interruption, for the convenience of the ship, the ship shall be required to pay an additional charge of \$5.50 for each hour or part of an hour during which each interruption lasts, but with a maximum of \$82.50 for each 24-hour period of such interruption.

(b) Notwithstanding paragraph (a), no charge shall be payable for any interruption caused by ice, weather or traffic, except during the period from the 1st day of December to the 8th day of April next following.

#### Delays

9. When in designated or undesignated waters the departure or the movage of a ship for which a registered pilot has been ordered is delayed for the convenience of the ship for more than one hour after the pilot reports for duty or after the time for which he is ordered, whichever is the later, or when a pilot is detained on board a ship for the convenience of the ship for more than one hour after the end of the assignment for which he was ordered, there shall be payable an additional charge of \$5.50 per hour after the first hour of such delay; but the aggregate amount of such further charges shall not exceed \$82.50 for any 24-hour period.

#### Cancellations

10. When in designated or undesignated waters a registered pilot reports for duty as ordered and the order is cancelled, the charges to be paid by the ship shall be,

- (a) a cancellation charge of \$27.50;
- (b) if the cancellation is more than one hour after the pilot was ordered for, a further charge of \$5.50 for every hour or part of an hour after the first hour, except that the aggregate cancellation charge payable in any 24-hour period shall not exceed \$82.50;
- (c) if the ship is in the undesignated waters, the travel expenses reasonably incurred by the pilot in joining the ship and returning to his base."

The Secretary of Transportation and the Minister of Transport further agree to recommend that their respective governments implement this amendment by regulations to become effective 12 October 1967.

ALAN S. BOYD

*Secretary of Transportation of the  
United States of America*

*Washington, D.C., Date 6 October 1967*

PAUL T. HELLYER

*Minister of Transport of Canada*

*Ottawa, Date Oct 6, 1967*

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*The Ambassador of Canada to the Secretary of State*

CANADIAN EMBASSY

AMBASSADE DU CANADA

No. 333

WASHINGTON, D.C.,  
*October 6, 1967.*

SIR,

I have the honour to refer to your note of October 6 and the memorandum signed on October 6 by the Minister of Transport of Canada and the Secretary of Transportation of the United States, annexed thereto and incorporated therein, concerning the coordination of pilotage services to be provided in the Canadian waters and the United States waters of the Great Lakes and St. Lawrence Seaway as far east as St. Regis and, on the instructions of my Government, to agree to your proposal that the existing arrangements as amended by the memorandum annexed to your note govern the above mentioned co-ordination of pilotage services with effect as of October 12, 1967.

I also have the honour to agree to your proposal that your note and this reply shall constitute an agreement between our two governments to amend the existing agreement on this subject and which shall enter into force on the date of this note.

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

A E RITCHIE

[SEAL]

A. E. Ritchie  
*Ambassador*

The Honourable  
DEAN RUSK,

*Secretary of State,  
Washington, D.C.*

## YUGOSLAVIA

### Trade in Cotton Textiles

*Agreement amending the agreement of October 5, 1964, as amended.*

*Effectuated by exchange of notes*

*Signed at Belgrade September 26, 1967;  
Entered into force September 26, 1967.*

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

BELGRADE, YUGOSLAVIA  
September 26, 1967

EXCELLENCY:

I have the honor to refer to the discussions between representatives of our two Governments concerning exports of cotton textiles from Yugoslavia to the United States and to the Cotton Textile Agreement between our two Governments effected by an exchange of notes dated October 5, 1964.<sup>[1]</sup>

In view of these discussions, I am pleased to inform you that the Government of the United States of America agrees that, during calendar year 1967 only and notwithstanding the limits established by paragraphs 2, 6, and 7 of the Agreement, exports of cotton textiles from Yugoslavia to the United States may amount to 1,763,998 square yards in Category 22, 771,750 square yards in Categories 28 and 29 combined, and 2,106,000 square yards in Category 34, provided that the aggregate limit applicable to calendar year 1967 is not exceeded.

I further propose that the agreement be modified effective for calendar year 1967 by addition of the following paragraph:

“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.”

If this proposal is acceptable to your Government, this note and Your Excellency's reply accepting these proposals on behalf of the Government of the Socialist Federal Republic of Yugoslavia shall

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<sup>1</sup> TIAS 5667, 5926; 15 UST 1913, 16 UST 1929.

constitute an amendment to the 1964 Cotton Textile Agreement between our Governments.

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

C. BURKE ELBRICK

His Excellency

MARKO NIKEZIC,

*Secretary of State for Foreign Affairs of the Socialist Federal Republic of Yugoslavia.*

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

BEOGRAD, 26 September 1967.

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's note of today's date proposing an amendment to the bilateral cotton textile agreement between our two Governments which reads as follows:

"I have the honor to refer to the discussions between representatives of our two Governments concerning exports of cotton textiles from Yugoslavia to the United States and to the Cotton Textile Agreement between our two Governments effected by an exchange of notes dated October 5, 1964.

In view of these discussions, I am pleased to inform you that the Government of the United States of America agrees that, during calendar year 1967 only and notwithstanding the limits established by paragraphs 2, 6, and 7 of the Agreement, exports of cotton textiles from Yugoslavia to the United States may amount to 1,763,998 square yards in Category 22, 771,750 square yards in Categories 28 and 29 combined, and 2,106,000 square yards in Category 34, provided that the aggregate limit applicable to calendar year 1967 is not exceeded.

I further propose that the agreement be modified effective for calendar year 1967 by addition of the following paragraph:

"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."

If this proposal is acceptable to your Government, this note and your Excellency's reply accepting these proposals on behalf of the Government of the Socialist Federal Republic of Yugoslavia shall constitute an amendment to the 1964 cotton textile Agreement between our Governments.

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

I have the honor to inform you that this amendment to the bilateral agreement is acceptable to my Government and that your Excellency's note and this note in reply shall constitute an agreement between our two Governments which shall enter in force on this date.

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

For the Secretary of State for  
Foreign Affairs

Rudolf Cacinovic  
*Counsellor of the Secretary of State*

His Excellency

C. BURKE ELBRICK,  
*Ambassador of the*  
*United States of America*  
*Beograd*

# **MULTILATERAL**

## **Postal Union of the Americas and Spain**

*Convention, Final Protocol, and Regulations of Execution.*

*Signed at México July 16, 1966; [<sup>1</sup>]*

*Ratified and approved by the Postmaster General of the United States of America February 24, 1967;*

*Approved by the President of the United States of America August 9, 1967;*

*Entered into force March 1, 1967.*

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<sup>1</sup> Texts as certified by the Secretary General of the Ninth Congress of the Postal Union of the Americas and Spain, México.

*Translation prepared by the Post Office Department*

## POSTAL UNION OF THE AMERICAS AND SPAIN

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**REGULATIONS OF EXECUTION  
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OF THE AMERICAS AND SPAIN**

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# **POSTAL UNION OF THE AMERICAS AND SPAIN**

## **CONVENTION**

The undersigned Plenipotentiaries of the Governments of the contracting countries, assembled in Congress, in Mexico City, capital of the United Mexican States, by virtue of the provisions of Article 10 of the Convention of the Postal Union of the Americas and Spain, signed in Buenos Aires, capital of the Argentine Republic, on October 14, 1960,<sup>[1]</sup> inspired by the desire to extend, facilitate and perfect their postal relations, to establish a solidarity of action capable of representing efficaciously their mutual interests in the Congresses, Conferences and other meetings of the Universal Postal Union, as well as in other international organizations, insofar as it concerns their communications by mail, and to harmonize the efforts of the member-countries towards the attainment of those mutual aims, have decided to conclude, subject to ratification, the following Convention:

### **FIRST PART**

#### **CONSTITUTION OF THE UNION**

##### **TITLE I**

###### **ORGANIC PROVISIONS**

##### **CHAPTER I**

###### **FUNDAMENTAL PRINCIPLES**

###### **Article 1**

###### **Extent and Aim of the Union**

The countries whose Governments adopt the present Convention constitute, under the name of the Postal Union of the Americas and Spain, a single postal territory, for the reciprocal exchange of postal items under more favorable conditions for the public than those established by the Universal Postal Union.

###### **Article 2**

###### **Members of the Union**

Members of the Union are:

- a) Countries which presently enjoy the status of members;
- b) Countries or Territories located on the American Continent or its islands, which are members of the Universal Postal Union, if there

<sup>1</sup> TIAS 4871; 12 UST 1518.

- is no conflict as to sovereignty with any member-country and if they express their desire to join the Union;
- c) Those that are admitted in conformity with the provisions of Article 7.

### Article 3

#### Scope of the Union

The following form part of the Union:

- a) The territories of the member-countries;
- b) Post offices established by member-countries in territories not included in the Union;
- c) Other territories which, without being members of the Union, come under the jurisdiction of member-countries from the postal viewpoint.

### Article 4

#### Juridical Status

Every member-country, in accordance with its own domestic legislation, grants to the Postal Union of the Americas and Spain legal capacity for the proper exercise of its functions and the realization of its aims.

### Article 5

#### Seat of the Union

The seat of the Union and of the International Office of same is located in Montevideo, capital of the Oriental Republic of Uruguay.

### Article 6

#### Privileges and Immunities

1. The Postal Union of the Americas and Spain shall enjoy, in the territory of the country which is the seat of the Union, the privileges and immunities necessary for the achievement of its aims.

2. When Congresses of the Union are held outside the country which is the seat of the Union, the International Office shall endeavor to obtain from the respective Government the granting of the relative privileges and immunities.

3. The International Office of the Union may seek to obtain from any member-country the privileges and immunities which its officials may need in the fulfillment of official missions.

### Article 7

#### Admission to the Union

1. Any sovereign country of the Americas may request admission as a member of the Union.

2. The request, which implies adherence to the obligatory Acts of the Union, should be transmitted through diplomatic channels to the Government of the Oriental Republic of Uruguay, which shall make it known to the other member-countries of the same Union.

3. In order to be accepted as a member, the request must be approved by at least two thirds of the member-countries.

4. It shall be considered that the member-countries approve the request, when they have not replied within four months, starting from the date on which they were notified.

5. The admission of a country to membership shall be made known by the Government of the Oriental Republic of Uruguay to the Governments of all the member-countries of the Union.

6. The requesting country shall be notified of the result and, if it has been admitted, the date upon which it shall be considered a member and other data relative to its acceptance.

## Article 8

### Withdrawal from the Union

1. Every country has the right to withdraw from the Union, renouncing its membership by means of a notice issued by its Government to the other member-countries through the Government of the Oriental Republic of Uruguay.

2. The country that renounces its membership is out of the Union one year after the Government of the Oriental Republic of Uruguay has received the corresponding notice of withdrawal.

3. Every member-country that withdraws has the obligation to observe its commitments both with the International Office of the Union and the Transfer Office, as well as with the other member-countries, up to the effective date of its withdrawal from the Union.

## Article 9

### Official Language

1. Spanish is the official language of the Union. However, non-Spanish-speaking Postal Administrations of member-countries may use their own language for official correspondence they send out.

2. For the deliberations of the Congresses, Conferences, and Meetings of the Union, French, English and Portuguese shall be permitted, in addition to Spanish. Selection of the interpreting system to be used is left to the judgment of the organizers of the meeting and of the International Office of the Postal Union of the Americas and Spain.

**Article 10****Monetary Standard**

For the application of the Acts of the Convention and of the Agreements, the gold franc as defined in the Constitution of the Universal Postal Union [1] shall be the monetary standard.

**Article 11****Restricted Unions**

Member-countries may establish among themselves closer unions, with a view to reducing rates or introducing other improvements in any of the services referred to in the present Convention and/or the Agreements to which those countries may have adhered.

**CHAPTER II****ORGANIZATION OF THE UNION****Article 12****Organs of the Union**

1. The organs of the Union are: the Congress, the Conferences, the Executive and Technical Consultative Committee and the International Office.
2. The permanent organs of the Union are: the Executive and Technical Consultative Committee and the International Office.

**Article 13****The Congress**

1. The Congress is the supreme organ of the union.
2. The Congress is composed of the plenipotentiary representatives of the member-countries.
3. The Congress shall meet no later than two years after the Universal Postal Congress has been held.
4. Each member-country shall be represented by one or more plenipotentiary delegates or by the delegation of another country. The delegation of one country cannot represent more than two countries including its own.
5. The Government of the country that is the site of the Congress shall convene, directly or through the Government of another member-country, all of the member-countries, after reaching an agreement with the International Office.
6. If it should be impossible to hold a Congress at the site determined, the International Office, with the necessary urgency, shall

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<sup>1</sup> TIAS 5881; 16 UST 1295.

take steps to select a new site, in accordance with the provisions of the Regulations of the Convention.

7. Each member-country has the right to one vote in the deliberations.

8. Each Congress approves its own Rules of Procedure. Until their adoption, it shall be governed by those of the preceding Congress.

9. Every member-country has the right to formulate reservations to the Acts of the Union at the moment of their signing.

10. The Government of the country that is the site of the Congress shall notify the Governments of the member-countries of the Acts which the Congress adopts.

#### Article 14

##### Aims of the Congress

1. The aims of the Congress are:

- a) to review the Acts of the Union, and revise them if appropriate;
- b) to deal with such matters of interest as may be deemed necessary.

2. Each Congress shall determine the place at which the next Congress is to be held. The inviting Government shall determine the definite date and place where the Congress shall be held, in agreement with the International Office of the Union. Invitations must be issued, in principle, six months before the date of the opening.

#### Article 15

##### Propositions for the Congresses

1. The Postal Administrations of the member-countries, as well as the Executive and Technical Consultative Committee, may submit to the consideration of the Congress any propositions they deem advisable.

2. The International Office may submit propositions concerning its organization and operation, upon prior adoption by one or more member-countries.

3. The propositions must be submitted to the International Office four months in advance of the opening of the Congress.

4. The International Office shall publish the propositions and distribute them among the Postal Administrations of the member-countries, at least three months prior to the date indicated for the beginning of the sessions.

5. Propositions submitted after the date indicated shall not be taken into consideration unless they are supported by at least two Administrations. An exception is made with regard to those of an editorial order which should show the letter "R" in their heading and which shall be referred directly to the Editing Committee.

## Article 16

### Extraordinary Congresses

1. At the request of three member-countries, at least, and with the assent of two thirds of the member-countries, an extraordinary Congress may be held.
2. The site for the meeting of the extraordinary Congress shall be determined by the requesting countries, in agreement with the International Office.

## Article 17

### Conferences

1. At the request of at least three Postal Administrations, and with the assent of two thirds of the Administrations, a Conference may be held in order to examine technical or administrative matters.
2. The site of the Conference shall be determined by the requesting Administrations, in agreement with the International Office.
3. The Administration of the host-country shall extend the appropriate invitations.
4. Each Conference shall approve the Rules of Procedure necessary for its work. Until their approval, it shall be governed by those of the preceding Conference.

## Article 18

### Universal Postal Congresses—Conferences

1. Seven working days before the opening of the Congress of the Universal Postal Union and, if deemed necessary, while it is being held, the Plenipotentiary Delegates of the member-countries shall meet in the city designated as the site of the said Universal Congress in order to hold a Conference at which the procedures for joint action to be followed shall be determined.
2. During the Conferences propositions of interest to the Union, as well as those requested by member-countries, shall be analyzed and studied.
3. The International Office shall provide each member-country with a summary of the results of the Conference.
4. At the conclusion of the Universal Postal Congress, the International Office shall furnish the member-countries and the Executive and Technical Consultative Committee with a summary of the texts of the Acts of the Universal Postal Union which have undergone basic modifications or which are absolutely new.

## Article 19

### Executive and Technical Consultative Committee

1. In the interval between Congresses, the Executive and Technical Consultative Committee shall meet at least twice, at the headquarters

of the Union, for the purpose of planning and assuring the continuity of the work of the Union.

2. It shall be composed of five regular members and 3 alternates who shall perform their duties in behalf and in the interest of the Union. The members shall be replaced at each Congress. No country may be re-elected successively more than once.

3. The first meeting shall take place in the course of the year following the date the Congress is held.

4. The regular members of the Committee shall be required to notify the International Office at least 60 days in advance when they cannot attend the meeting. In such case, the International Office shall summon the respective alternate in the order of his designation.

5. The representative of each one of the member-countries of the Committee shall be designated by the Postal Administration of his country. This representative must be a qualified official of the said Postal Administration.

6. The functions of the Committee members are gratuitous. The operating expenses of the Committee shall be borne by the Union. The representative of each one of the member-countries shall be entitled, for each meeting, to reimbursement of the cost of a first-class, round-trip ticket by air, sea, or land.

7. At its first meeting, convened by the President of the last Congress, the Committee shall elect a Chairman and First, Second, Third and Fourth Vice-Chairmen. It shall draw up its Rules of Procedure; in the meantime, it shall function under the previous Rules of Procedure. The Director of the International Office shall act as Secretary General and may take part in the debates of the Committee without the right to vote.

8. Convocation of the following meetings shall be made by the Chairman of the Committee through the Secretary General and, in the case of absence, by the Vice-Chairman who follows him in order.

9. The Postal Administration of the Oriental Republic of Uruguay shall be invited to take part in its meetings as an observer, if that country is not a member of the Committee. A similar invitation may be extended to the Air Lines Committee of the Union and to any other qualified body that wishes to be associated in its work. The member-countries, if they so desire, may designate observers. The observers may only take part in the deliberations (without the right to vote).

10. The functions of the Executive and Technical Consultative Committee are the following:

- a) To maintain contact with the Postal Administrations of the member-countries of the Union, with the organs of the Universal Postal Union, with the Restricted Postal Unions, and with any other national and/or international Organization for the purpose of studying and solving technical and organizational problems peculiar to the member-countries of the Union;

- b) To act as an inspector of the activities of the International Office;
- c) To appoint, if appropriate, the Director of the International Office from among the candidates nominated by the Administrations;
- d) To appoint, upon presentation by the Director, the Sub-Director-Secretary General and the Secretary, subject to prior examination of the professional postal qualifications of the candidates nominated by the Postal Administrations of the member-countries;
- e) To approve the Annual Report on the activities of the Union, prepared by the International Office;
- f) To recommend to the Higher Supervisory Authority, when circumstances require it, that it grant authorization to exceed the ceiling for extraordinary expenses;
- g) To carry out, by mandate or on its own, specialized studies related to administration and/or execution of postal services of interest to all member-countries of the Union, to whom it shall transmit its findings;
- h) To carry out and determine the development of technical postal assistance within the framework of the International Technical Assistance granted through the Universal Postal Union or other organizations;
- i) To establish standards for the general orientation, methods, study programs and texts to be used in the Technical Postal Schools of the Union;
- j) To present propositions amending the Acts or recommendations addressed to the Postal Administrations of member-countries, or propositions, suggestions or recommendations addressed to the Congress. In both cases, the propositions must be the result of work or studies incumbent upon the Committee in keeping with this Article;
- k) To decide which documents the International Office must publish and distribute, in the official language;
- l) To act as an intermediary to obtain technical, mechanical or any other type of equipment that some Administrations may place at the disposal of others, in order to negotiate their exchange, loan, rental or sale;
- m) All other functions necessary for the proper achievement of the purpose of the Committee.

## Article 20

### Technical Postal Schools

1. Within the sphere of the Union, and at places determined by the Congress or by the Executive and Technical Consultative Committee, special institutions shall be established to give postal instructions to officials of the Postal Administrations of the member-countries.
2. The operation of the schools shall be supervised by the Executive

and Technical Consultative Committee through the intermediary of the International Office of the Union.

3. Expenses occasioned by setting up and operating the school shall be met by funds from international bodies, with a contribution from the country where the school is located, and with contributions from the Union, in accordance with the items included in the annual budget for that purpose.

#### Article 21

##### International Office of the Union

1. Under the name of International Office of the Postal Union of the Americas and Spain, at the seat of the Union, a central Office functions as a medium of liaison, information and consultation between the Postal Administrations of the member-countries.

2. The International Office, which a Director heads and administers, shall be under the high supervision of the Directorate General of Posts of the Oriental Republic of Uruguay.

#### Article 22

##### Translation Center. Special Publications

1. The International Office shall organize a translations section, as far as possible with the cooperation of the Administrations of the member-countries, so as to constitute a Translations Center, capable of carrying out its appropriate tasks in accordance with the language system of the Universal Postal Union.

2. Furthermore, it shall publish at cost price, and when appropriate, shall translate into Spanish, the following documents:

- a) the definitive Acts and the annotated Code of the Congresses of the Union;
- b) the definitive Acts and the annotated Code of the Congresses of the Universal Postal Union;
- c) the completed studies of the Consultative Committee on Postal Studies which, in the opinion of the Executive and Technical Consultative Committee, are of interest to the Union.

#### Article 23

##### Transfer Office

1. Under the name of Transfer Office, an Office operates in Panama, capital of the Republic of Panama, upon which it devolves to receive and forward the dispatches of mail originating in Administrations of the member-countries which, upon passing in transit through the Isthmus, give rise to transfer operations.

2. All the closed mails of the member-countries which have to be transferred at the Isthmus of Panama shall be handled by the Office, utilizing the most rapid means available, in accordance with the stip-

ulations of the Universal Postal Union, with the exception of dispatches from Administrations which have their own services, in accordance with bilateral agreements signed with the Republic of Panama.

3. The organization and operation of the Transfer Office are subject to the supervision and control of the Directorate General of Posts and Telecommunications of Panama and of the International Office of the Union, upon which latter it is incumbent, moreover, to act as mediator and legal advisor in any situation which may arise between the Postal Administration of Panama and the Postal Administrations of the member-countries which carry out transfer operations at the Isthmus.

#### Article 24

##### Expenses of the Union

1. The expenses of the Union are divided into ordinary and extraordinary expenses.

2. Those expenses which result from special tasks entrusted to the International Office, and those caused by the meeting of a Congress, a Conference, a Committee, or any meeting having to do with the international postal service of the Union or of the Universal Postal Union, are considered as extraordinary expenses.

3. The ordinary and extraordinary expenses shall be defrayed jointly by all the member-countries of the Union.

4. The latter are classified, for this purpose, into three categories, each of which contributes towards the payment of the expenses in the following proportion:

1st category . . . . .	8 units;
2nd category . . . . .	4 units; and
3rd category . . . . .	2 units.

5. In case of a new adherence, the Government of the Oriental Republic of Uruguay, by mutual agreement with the International Office and the Government of the country concerned, shall determine the group in which the latter should be included, for the purpose of sharing in the expenses of the Union.

6. Three months before the end of each year, the International Office of the Union shall prepare a budget covering the ordinary and extraordinary expenses of the Office and shall submit such budget to the member-countries, in order that they may pay the respective charges in advance, if possible. This budget shall be authorized by three-fourths of the total number of Administrations of the member-countries and shall govern from January 1 to December 31 of the following year. Administrations of the member-countries failing to reply within two months shall be considered as having accepted it.

7. The expenses required for the maintenance of the Transfer Office shall be borne by the member-countries, apportioned in proportion to the number of their own sacks exchanged through its intermediary.

CHAPTER III  
ACTS OF THE UNION

Article 25

Acts of the Union

1. The Convention is the fundamental Act of the Union.
2. The Convention and its Regulations of Execution contain the organic regulations of the Union and the provisions related to letter-post items.
3. The Convention and its Regulations of Execution are obligatory for all the member-countries.
4. The Agreements and their Regulations of Execution contain the provisions relative to the services not included in letter-post items. Their adoption is completely optional.
5. The Agreements and their Regulations of Execution are binding on member-countries that have adhered to them.
6. Final Protocols that may be annexed to the Acts of the Union contain the reservations dealt with in § 9 of Article 13.

Article 26

Regulations of Execution

The Postal Administrations of the member-countries determine, by mutual agreement, in the Regulations of Execution, the measures of procedure and detail necessary for the execution of the Convention and Agreements.

Article 27

Resolutions

The resolutions are not binding. The Administrations which put them into effect are obligated to make the fact known to the others through the intermediary of the International Office of the Union.

Article 28

Ratification

1. The Acts adopted by a Congress shall be ratified as soon as possible by the signatory countries. The ratification shall be made known, through diplomatic channels, to the Government of the country which is the site of the Congress, and by the latter to the Governments of the other signatory countries.
2. In the event that one or more of the Acts should not be ratified by one or more of the member-countries, those Acts shall nevertheless be valid for those which did ratify them.

3. Without prejudice to the procedure designated in the preceding Section, the signatory countries may ratify the Acts provisionally, giving notice thereof, by correspondence, to the International Office of the Union.

### Article 29

#### Period of Effectiveness of the Acts

1. The Acts shall become effective simultaneously and shall have the same duration.
2. Effective on the date set for the entry into force of the Acts adopted by a Congress, all those of the preceding Congress shall be abrogated.

### CHAPTER IV

#### MODIFICATION OR INTERPRETATION OF THE ACTS

### Article 30

#### Propositions During the Interval Between Congresses

1. The Acts of the Union may be modified in the interval between Congresses, following a procedure equivalent to the one established in the Convention of the Universal Postal Union.

2. In order for the propositions to become effective, they must obtain:

- a) A unanimity of the votes cast, if it is a question of modifying the provisions of Articles 1 to 25, 28 to 32, 34, 37, 40, 41 to 43, 46 to 50, 55 and 56 of the Convention, and of Articles 109, 113, and 114 of its Regulations of Execution, and of Articles 26 and 34 of the Rules and Regulations [¹] of the International Office of the Union;
- b) Two-thirds of the votes cast, if it is a question of the basic modification of provisions of the Convention and its Regulations of Execution other than those mentioned in subsection a), and modifications of the Rules and Regulations of the International Office of the Union, except those indicated in the preceding Section;
- c) A majority of the votes cast, if it is a question of:
  - 1º Modifications of an editorial nature of the provisions of the Convention and its Regulations, other than those mentioned in subsection a);
  - 2º The interpretation of the provisions of the Convention, its Final Protocol and its Regulations, except in case of disagreement which is to be submitted for arbitration as prescribed in Article 34.
  - 3º The Agreements establishing the conditions to which the approval of propositions concerning them is subject.

<sup>1</sup> Not included in this publication.

## CHAPTER V

### LEGISLATION AND SUBSIDIARY RULES

#### Article 31

##### Supplement to the Provisions of the Convention and the Agreements

Matters connected with the postal services that are not covered by the Acts of the Union shall be governed in this order:

- 1° by the provisions of the Universal Postal Union;
- 2° by the Agreements which member-countries may sign among themselves;
- 3° by the domestic legislation of each member-country.

#### Article 32

##### Special Agreements

The Postal Administrations of the member-countries may conclude special Agreements:

- a) To improve the postal services established in the Convention and Agreements of the Union to which they have adhered;
- b) To establish in their reciprocal relations those postal services which they carry out in their domestic service and which are not provided for in the Acts of the Union.

#### Article 33

##### Modifications or Resolutions of a Domestic Nature

Modifications or resolutions of a domestic nature which are adopted by member-countries and which affect the International Service, shall become effective three months after the date on which they are made known by the International Office.

## CHAPTER VI

### ARBITRATION

#### Article 34

##### Arbitration

Disagreements that arise between Postal Administrations of the member-countries about the interpretation and implementation of the Acts of the Union shall be settled by the findings of an arbitrator, in conformity with the provisions of the General Regulations of the Universal Postal Union.<sup>1</sup>

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<sup>1</sup> TIAS 5881; 16 UST 1310.

## CHAPTER VII

### POSTAL OFFICIALS

#### Article 35

##### Exchange of Officials

1. The Administrations of member-countries may agree, directly or through the intermediary of the International Office, to the exchange or unilateral assignment of officials for the purposes of advice, instruction, and apprenticeship, or to carry out studies aimed at improving the postal services.

2. Once the exchange or unilateral assignment of officials has been agreed upon, the Administrations concerned shall agree upon the manner in which the relative expenses are to be defrayed.

3. The Administrations shall furnish every facility to the officials whom they will receive in compliance with the preceding Section 1.

4. When the exchange or unilateral assignment of officials takes place directly, the Administrations concerned shall notify the International Office thereof.

#### Article 36

##### Cooperation With the International Office of the Union

Administrations of the member-countries may send to the International Office of the Union, when the latter so requests in manifestly justifiable cases, for the time which is absolutely necessary and to the charge of the extraordinary expenses of the Office, technical officials to cooperate in carrying out special tasks.

## CHAPTER VIII

### UNIVERSAL POSTAL MEETINGS

#### Article 37

##### Unity of Action

The member-countries obligate themselves to instruct their delegates to Universal Postal Congresses and to other meetings organized by the Universal Postal Union to support, unanimously and firmly, all the principles established in the Postal Union of the Americas and Spain.

#### Article 38

##### Exchange of Observers

1. The Union may send observers to the Congresses, Conferences and Meetings of the Universal Postal Union, to the Executive Council and to the Consultative Committee on Postal Studies.

2. It may also send observers to the Congresses of the restricted Postal Unions which have formulated the appropriate invitation.

3. Observers of the Universal Postal Union shall be admitted to the Congresses and, when advisable, to the Conferences and meetings of the Executive and Technical Consultative Committee of the Union.

4. It may also admit to its Congresses the observers of the restricted Postal Unions that have been invited.

### Article 39

#### Collaboration With International Organizations

1. In order to contribute towards a greater coordination in postal matters, the Union shall collaborate, by signing agreements if necessary, with international organizations which have related interests and activities.

2. The agreement shall take effect after approval by a simple majority of the member-countries.

## TITLE II

### PROVISIONS OF A GENERAL NATURE

#### CHAPTER I

##### RULES RELATIVE TO THE INTERNATIONAL POSTAL SERVICES

### Article 40

#### Freedom of Transit

1. Freedom of postal transit is guaranteed by the member-countries throughout the entire territory of the Union.

2. The member-countries bind themselves to forward the mails of the other countries by the most rapid ways and means used for their own mails.

3. When a member-country does not observe the provisions of the present Article concerning freedom of transit, the Administrations of the other member-countries shall have the right to discontinue postal service with that country; in all cases, they shall give previous notice by telegram to the interested Administrations.

### Article 41

#### Ownership of Letter-Post Items

Every letter-post item belongs to the sender until it has been delivered to the addressee or, in his stead, to whoever is specified by the domestic legislation of each country. Items which are seized under the domestic laws of the country of destination are exempt from this provision.

**Article 42****Charges and Fees**

The only charges and fees which may be collected by the various international postal services are those prescribed in the Convention and Agreements of the Union.

**Article 43****Allocation of Postage**

Except in those cases expressly provided for by the Convention and Agreements, each Administration shall retain in full the postage which it has collected.

**Article 44****Forms**

The use of the various forms established in the Acts of the Union is obligatory and, in other cases, of those in force in the regime of the Universal Postal Union, unless the Administrations concerned have concluded an Agreement about the matter.

**Article 45****Cooperation for the Transportation of Correspondence in Transit**

The Administrations of the member-countries shall be obliged to furnish each other, upon request, such cooperation as may be needed by their employees in charge of the transportation of correspondence in transit through such countries.

**Article 46****Postage Stamps**

1. The Administrations are bound to send to the International Office three specimens of all the postage stamps they issue, indicating the particulars relating to the issue.

2. The International Office, in its turn, shall maintain a permanent and classified exhibition of the postage stamps it receives. Furthermore, it shall deal with and communicate to the Postal Administrations of the member-countries philatelic information and subjects which are of interest to the Union.

## SECOND PART

### PROVISIONS RELATIVE TO LETTER-POST ITEMS

#### CHAPTER I

##### GENERAL PROVISIONS

###### Article 47

###### Letter-Post Items

The letter-post items are:

- a) letters;
- b) single and reply-paid postcards;
- c) prints;
- d) cecograms;
- e) samples of merchandise;
- f) small packets;
- g) phonopost articles.

###### Article 48

###### Obligatoriness of the Service

The acceptance, transmission, and receipt of letter-post items is obligatory. However, the exchange of small packets and phonopost articles shall be restricted to the countries which agree to carry it out, either in their reciprocal relations or in a single direction.

###### Article 49

###### Gratuity of Transit

1. The gratuity of territorial transit is absolute in the territory of the Union; consequently, the member-countries obligate themselves to transport across their territories, without any charge for the member-countries, all the correspondence which the latter may send to any destination whatsoever within the Postal Union of the Americas and Spain.

2. The gratuity of maritime transit is absolute if the transportation is effected in ships of the flag or registry of any member-country and the shipments originate in and are destined for member-countries of the Union.

3. The member-countries shall not limit themselves to the exclusive use of ships under the flag or registry of member-countries when the maritime transport can be effected more rapidly by ships of other nationalities.

4. When any member-country grants to ships flying the flag of or registered in another member-country a "patent of postal privilege" or some similar one, which compels the ship to transport the corre-

spondence gratuitously, the Postal Administration of the granting country shall make it known without delay to the Administration of the country whose flag the ship is flying or in which it is registered.

#### Article 50

##### Rates

1. In principle, the postal rates and fees applicable to letter-post items of the domestic service of each country shall govern in the relations between the member-countries, except when they are higher than those applicable to letter-post items destined for countries of the Universal Postal Union, in which case the latter shall govern.

2. However, Administrations may apply to letters and postcards a rate higher than their domestic rate but not exceeding their international rate where special transportation arrangements involving conveyance by air have been made to expedite transmission.

3. The international rates shall also govern when it is a question of services which do not exist in the domestic regime.

#### Article 51

##### Scholastic Correspondence

1. Letter-post items exchanged between school pupils, even when they have the nature of current and personal correspondence, shall be accepted at the rate of prints, on condition that the principals of the schools concerned act as intermediaries.

2. However, if reciprocity exists, the letter-post items, with the exception of small packets, exchanged between the school administrations or the pupils of those schools through the intermediary of their principals, may enjoy a rate equivalent to 50% of the usual rate when their weight does not exceed one kilogram and they meet the other conditions required for their postal classification.

3. Lessons which correspondence schools send to their pupils and written examinations which pupils mail to their school shall also be accepted at the rate for prints.

4. After prior agreement between the interested Administrations, the material necessary for the effective completion of the courses, in the minimum quantity essential for that purpose, may accompany the lessons that they send to their pupils.

#### Article 52

##### Franking Privilege

1. The member-countries agree to grant the franking privilege in their domestic service and in the Americo-Spanish service:

a) To correspondence sent by the Administrations of the member-countries and their offices, the International Office of the Union and the Transfer Office;

- b) To correspondence of members of the Diplomatic Corps of the member-countries;
- c) To official correspondence which Consuls and Vice Consuls in the performance of their duties send to their respective countries; to that which they exchange among themselves; to that which they address to the authorities of the country in which they are accredited, and to that which they exchange with their respective Embassies and Legations, provided reciprocity exists;
- d) To official correspondence of the National Commissions of Intellectual Cooperation established under the auspices of the Governments, in accordance with Pan American and Universal Conventions in force;
- e) To official correspondence of the Organization of American States and of other bodies formed under its auspices and which have the same objectives;
- f) To printed matter sent by publishers or authors to the Information Offices established by the Administrations of the member-countries, as well as to that sent by them gratuitously to libraries and other national cultural centers, officially recognized by the Governments of the member-countries;
- g) To cecograms and items considered as such, in accordance with the provisions of the Universal Postal Convention;
- h) To letter-post items addressed to prisoners of war, to interned belligerents and civilians, and to items sent by them.

2. The correspondence referred to in subsections a), b) and c) of the preceding Section may be sent registered, without payment of the respective fee, but without being entitled to any indemnity.

3. The official correspondence of the central Governments of the member-countries which, in accordance with their domestic laws, circulates free of postage in their domestic regime, shall be accepted with the same franking privilege in the country of destination, without any charge on same, provided strict reciprocity is observed.

4. The exchange of correspondence of the Diplomatic Corps, between the Secretaries of State of the respective countries and their Embassies or Legations, shall be reciprocal between the member-countries, and shall be effected in open mail or by means of diplomatic pouches, enjoying in both cases the franking privilege and all the safeguards of official mails.

5. Unless otherwise agreed upon, the franking privilege granted by this Article does not extend to the air surcharge nor to the special services existing in the regime of the Union or in the domestic service of the member-countries. Neither is it obligatory for air-mail articles from countries which use combined charges.

## Article 53

### Weight and Dimensions

The weight and dimension limits of letter-post items shall be adjusted as set forth in the Convention of the Universal Postal Union

with the exception of printed matter whose maximum weight may be established at 10 kilograms. Printed matter of a greater weight may be accepted upon prior agreement between the Administrations.

#### Article 54

##### Return of Undeliverable Items

Items which have not been delivered to the addressees for any reason whatsoever and which must be returned to origin shall be exempt from the payment of postal charges and, optionally, from the payment of customs charges.

### CHAPTER II REGISTERED ITEMS

#### Article 55

##### Registration Fee

The items referred to in Article 47 may be sent registered, upon payment of a fee equal to that established by the Universal Postal Union.

#### Article 56

##### Indemnity

1. In case of responsibility on the part of the Administrations for the loss of a registered item, the sender, or the addressee if authorized by the former, shall be entitled to an indemnity equivalent to 25 gold francs in the currency of the country which has to pay it, but he may claim a smaller indemnity.
2. The sender has the option of relinquishing this right in favor of the addressee. [ ]
3. When an Administration establishes its own responsibility in the loss of a registered item, it must communicate at once with the inquiring Administration, authorizing payment of the indemnity due.

### CHAPTER III AIR TRANSPORT OF MAIL MATTER

#### Article 57

##### Prepayment of Air-Mail Correspondence

The methods of prepayment of air-mail correspondence shall be established in accordance with the provisions of the Universal Postal Union.

<sup>1</sup> Omitted from official Spanish text. [Footnote added by the Post Office Department.]

### Article 58

#### Weight Unit

1. For the application of the postage rates of the air-mail service, five grams or multiples of five grams are established as weight unit for the air-mail correspondence with surcharge or combined air charge.
2. However, member-countries which do not have the decimal metric system may adopt its equivalent in accordance with the system of weights which they have in force in their domestic postal service.

### Article 59

#### Delivery of Air-Mail Correspondence

For delivery to the addressees, air-mail correspondence shall be included, in accordance with its category, in the next distribution upon its arrival at the office of delivery.

### Article 60

#### Preferential Treatment in Emergencies

1. Correspondence of the international air-mail service shall receive preferential treatment in its forwarding in the country of destination when, owing to unforeseen circumstances or to force majeure, it cannot be conveyed in the said country in the planes by which it would normally be sent.

2. When, through force majeure, the planes cannot land in the country of destination, the dispatches of any origin whatsoever which they are conveying shall be unloaded in one of the contiguous countries offering the best guarantees for their forwarding, which is to be effected by the most rapid means available.

### Article 61

#### Calculation of the Remunerations for Diplomatic Pouches

Except in cases where the member-countries have agreements in the matter, diplomatic pouches shall be considered as correspondence of the A.O. class for purposes of calculating the surcharges and remunerations for transport by air.

**THIRD PART**  
**FINAL PROVISIONS**

**Article 62**

**Entry into Force and Duration of the Convention**

The present Convention shall become effective on March 1, 1967, and shall remain in force until the Acts of the next Congress are in effect, abrogating as of the said date the stipulations of the Convention of the Postal Union of the Americas and Spain signed in Buenos Aires, capital of the Argentine Republic, on October 14, 1960.

In testimony whereof, the Plenipotentiaries of the Governments of the contracting countries sign the present Convention in Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2598.]

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**FINAL PROTOCOL OF THE CONVENTION**

At the moment of signing the Convention concluded by the Ninth Congress of the Postal Union of the Americas and Spain, the Plenipotentiaries who undersign agreed upon the following: [<sup>1</sup>]

**I**

El Salvador and Panama formulate a reservation to Section 3 of Article 28 "Ratification", since in their countries International Conventions may be ratified only after approval by the Legislative Assembly.

**II**

Canada formulates a reservation to Article 41 "Ownership of Items of Correspondence", since, because of domestic legislation, it cannot comply with its provisions.

**III**

The United States of America formulates a reservation to Article 49 "Gratuity of Transit", since it cannot comply with its stipulations.

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<sup>1</sup> In depositing its ratification the United States stated that its approval of the final protocol does not imply acceptance of any extraneous language contained therein.

IV

The United States of America formulates a reservation to Article 50 "Rates", since it cannot comply with the stipulations contained in that Article.

V

El Salvador and Uruguay formulate a reservation to Article 50 "Rates", to the effect that they leave to the judgment of their Governments the option of applying or not applying the rates of the domestic service to the countries which formulate reservations to Article 49 "Gratuity of Transit".

VI

Canada formulates a reservation to Article 52 "Franking Privilege", to the effect that it cannot accept subsections d), e) and f) of Section 1, and Section 3 of the same Article.

VII

The United States of America formulates a reservation to Article 52, "Franking Privilege", to the effect that it cannot accept subsections d), and f), of Section 1.

VIII

Cuba does not grant the franking privilege to the farce known as the Organization of American States and therefore formulates a reservation to subsection e) of Article 52 of the Convention.

IX

Argentina, Bolivia, Costa Rica, Cuba, Chile, El Salvador, Spain, United Mexican States, Guatemala, Nicaragua, Panama, Paraguay, Peru, Republic of Honduras, Republic of Venezuela and Uruguay state that, in accordance with the general principle of reciprocity, they will apply the same restrictive or exceptional measures which other member-countries establish, either in this Final Protocol or at the moment of the formal ratification of the Acts.

X

The United States of Brazil, Colombia, Ecuador and the Dominican Republic state that, in accordance with the general principle of reciprocity, they may apply the same restrictive or exceptional measures which other member-countries establish, either in this Final Protocol or at the moment of the formal ratification of the Acts.

XI

The Delegation of Bolivia signs the Convention emanating from the Ninth Congress of the Postal Union of the Americas and Spain with

the necessary reservations to everything which disagrees with the provisions of the Political Constitution and other laws in force in the Republic of Bolivia.

In Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2604.]

## **REGULATIONS OF EXECUTION OF THE CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN**

The undersigned Plenipotentiary Delegates of the contracting countries, representing their Administrations, have approved the following Regulations in order to assure the execution of the preceding Convention.

### **FIRST PART GENERAL PROVISIONS**

#### **CHAPTER I INTERNATIONAL OFFICE OF THE UNION**

##### **Article 101**

###### **Functions of the International Office**

1. Within the framework of its general functions, the International Office shall:
  - a) assemble, coordinate, translate, publish and distribute documents and information of whatsoever nature that may interest the postal service of the Union;
  - b) conduct inquiries, on its own initiative or at the request of a Postal Administration, to ascertain opinions concerning specific aspects;
  - c) furnish all the information requested from it by the Postal Administrations, the Universal Postal Union, the restricted Unions or international organizations that are interested in postal matters;
  - d) participate and cooperate in plans for multilateral technical assistance and in the execution of same, representing the Union before the respective international organizations;
  - e) process and act upon requests for modification or interpretation of the Acts of the Union, and make the results known at the proper time;
  - f) express its opinion on matters in dispute, when the parties concerned request it;

- g) see that the Acts and those matters related to the interest of the Union are complied with;
- h) draw up and distribute an Annual Report concerning the work that it does, to be submitted for approval by the Executive and Technical Consultative Committee;
- i) publish a list of the member-countries of the Union showing the Agreements that they have signed or those to which they adhere;
- j) organize the Philatelic Section referred to in Article 46, § 2, of the Convention;
- k) prepare and distribute the insignia of the Union, for the personal use of the officials of the Postal Administrations.

2. Within the framework of the Congresses, Conferences and Meetings of the Union, the International Office shall:

- a) participate in the organization and holding of the Congresses, Conferences, and Meetings specified by the Union;
- b) in the cases provided by Article 13, § 6, of the Convention, it shall carry out the pertinent consultations with each of the member-countries, in order to select a new site. It shall then inform each country of the result of the consultations and request from each of them an indication of its choice of one of the inviting countries. Then it shall communicate to each Government the name of the country which has secured the greatest number of votes, resulting in its selection as site of the Congress;
- c) distribute at the proper time the propositions which the Postal Administrations may send for the consideration of the Congresses, Conferences, and Meetings of the Union;
- d) inform the Congress concerning the work accomplished since the preceding Congress;
- e) prepare the Agenda for the meetings of the Executive and Technical Consultative Committee, and the Report on its studies and recommendations that it will present to the Congress; and
- f) publish the documents of the Congresses, Conferences and Meetings of the Union.

3. Within the framework of the Congresses and other Meetings of the organs of the Universal Postal Union, the International Office shall:

- a) organize the holding of the Conference of the countries of the Union, send out the appropriate invitations, and function as its Secretariat;
- b) translate and distribute immediately the propositions that the Postal Administrations of the Universal Postal Union submit to their respective Congress and which are of interest to the Union;
- c) lend all the necessary cooperation that the delegations of the member-countries may require for the thorough execution and fulfillment of their functions.

4. In the field of publications, in addition to those covered by Article 22 of the Convention, the International Office shall:

- a) distribute documents of whatever nature that it considers of interest or that are expressly requested by the Administrations of the member-countries or their delegations to Congresses, Conferences and Meetings;
- b) publish and distribute an official digest of all the information relative to the execution of the Acts of the Union.

### Article 102

#### Functions of the Director

The Director of the International Office, in addition to the functions specifically assigned by the Acts of the Union, shall:

- a) appoint and dismiss the personnel of the International Office in conformity with the Regulations of the said Office;
- b) shall attend, with such personnel from his Office as he may deem necessary, the Congresses, Conferences and Meetings of the Union, and take part in the deliberations without the right to vote;
- c) attend the Congresses of the Universal Postal Union in the capacity of Observer and accompanied by an official of the International Office freely chosen by him;
- d) attend, in the capacity of Observer, the meetings of the Executive Council and of the Consultative Committee on Postal Studies of the Universal Postal Union, as well as the Congresses of the other restricted Unions that invite him. This power can be delegated by the Director to another official of the International Office or to the representative of any other member-country of the Union;
- e) attend meetings of the Air Lines Committee of the Postal Union of the Americas and Spain to present the subjects that the Postal Administrations have formulated in order to improve the air-mail services. The Director shall fully inform all the member-countries of the Union of the results and conclusions.

### Article 103

#### Documents, Information and Postage Stamps Which Shall Be Sent to the International Office of the Union

1. The Administrations of the member-countries shall send to the International Office of the Union, regularly and promptly:

- a) all the information which the Office may request for the publications, reports, and other matters within its province, in such a manner as to permit the performance of its task as soon as possible;

- b) the Postal Laws and Regulations and their subsequent modifications;
- c) the Postal Guide, whenever one is published;
- d) the text, in their own language, of the propositions which they may submit for the consideration of the Universal Postal Congresses;
- e) three copies of the postage stamps which they issue in accordance with the provisions of Article 46, Section 1, of the Convention.

2. The information which is sent in compliance with the preceding Section must be kept up-to-date, and for that purpose the Administrations shall make known without delay any modification which they may introduce.

3. The Administrations of the member-countries shall also inform the International Office of the Union, 3 months in advance of the opening date of each Congress, of the measures taken with a view to putting into effect in their respective countries the resolutions and recommendations of the last Congress.

4. With respect to air service, the Administrations of the member-countries shall send regularly and at the proper time, all data and information which, with reference to said service, may be of interest to the other Administrations and especially:

- a) the surcharges and combined air charges established in accordance with the equivalence of their currency in relation to the gold franc, and the weight units adopted;
- b) the airlines which come under the direct or indirect jurisdiction of their Administration and which can be utilized for the conveyance of mail matter;
- c) the contracts concluded for the transportation of air-mail correspondence;
- d) the airports established within their territory, as well as the offices qualified to handle the traffic of closed mails;
- e) a list, in alphabetical order, of the provinces, departments (counties), or important localities of their country which will make possible the correct formation of the dispatches.

5. Any subsequent modification of the information referred to in Section 4 must be made known without delay.

#### Article 104

##### Distribution of Publications

1. The International Office shall distribute gratuitously, among the member-countries, all the publications that it produces, on the following basis:

- a) three (3) copies of the definitive Acts of the Congresses of the Union, per unit of contribution;

- b) two (2) copies of the definitive Acts of the Congresses of the Universal Postal Union and of the studies of the Consultative Committee on Postal Studies (CCPS), per unit of contribution; and
- c) one (1) copy of any other documents, per unit of contribution.

2. Administrations that wish a lesser number of publications shall notify the International Office.

3. Additional copies of the publications put out by the International Office shall be supplied to those requesting them, at cost price.

4. To the International Bureau of the Universal Postal Union shall be sent five (5) copies of the publications mentioned in subsections a) and b), and two (2) copies of such other publications as the Director of the International Office deems appropriate.

5. Two (2) copies of the publications mentioned in subsection a) shall be sent to the headquarters Offices of the restricted Unions.

### Article 105

#### Schedules for the Distribution of Publications

The International Office shall distribute publications in accordance with the following schedules:

- a) the definitive Acts of the Congress of the Union, three months before entry into force;
- b) the definitive Acts of the Congresses of the Universal Postal Union, three months after receipt from the International Bureau, Bern;
- c) other documents and publications, in the shortest time possible, with preference being given to urgent matters.

### Article 106

#### Operation of the International Office of the Union

The International Office of the Union shall operate in accordance with its Rules and Regulations, whose text is hereto appended and forms an integral part of these provisions.

### Article 107

#### Annuities and Pensions of the Personnel of the International Office of the Union

The retirements and pensions of the personnel of the Office shall be paid from the special fund earmarked by the said Office for that purpose. In case the said fund should turn out to be insufficient, they shall be paid in accordance with Sections 3 and 4 of Article 24 of the Convention.

CHAPTER II  
TRANSFER OFFICE

Article 108

Appointment and Removal of Personnel

1. The Director of the Transfer Office shall be appointed by the Government of the Republic of Panama after consultation with the Administrations of the member-countries using the services of that Office and from among the candidates nominated by the latter.
2. The other employees of the Office shall be appointed by the Directorate of Posts and Telecommunications of Panama upon nomination by the Director of the Office.
3. The above-mentioned personnel shall not be subject to dismissal except in accordance with the provisions established in the matter by the Rules and Regulations of the Office.

Article 109

Annuities and Pensions

The personnel of the Office shall have the same rights and obligations as those which the laws of the Republic of Panama may establish or have established with regard to retirements and pensions applicable to the employees of the Directorate of Posts and Telecommunications.

Article 110

Operation of the Office

The Transfer Office shall operate in accordance with its Rules and Regulations, whose text is hereto appended and forms an integral part of these provisions, and which shall be revised by the Administrations of the member-countries using its services, including the Postal Administration of Panama and the Director of the International Office of the Union.

CHAPTER III  
EXPENSES OF THE UNION

Article 111

Expenses of the International Office of the Union

1. The ordinary and extraordinary expenses may not exceed the amount approved for the budget submitted by the International Office of the Union, in the manner prescribed by Article 24, Section 6, of the Convention, said amount to include the contributions for the establishment of a fund for the retirement of the personnel of same.

2. Expenses incurred for translating and publishing in Spanish shall be paid by the Spanish-speaking countries.

### Article 112

#### Apportionment of the Expenses

1. For the purposes of the apportionment of the expenses, the countries shall be divided as follows:

- 1st. group: Argentina, Canada, Spain, the United States of America, the United States of Brazil and Uruguay;
- 2nd. group: Colombia, Costa Rica, Cuba, Chile, Mexico, Panama, Peru and the Republic of Venezuela;
- 3rd. group: Bolivia, Ecuador, El Salvador, Guatemala, Haiti, Nicaragua, Paraguay, the Dominican Republic, and the Republic of Honduras.

2. The maintenance expenses of the Transfer Office, including the contributions earmarked for the establishment of a retirement fund for the personnel of same, shall be apportioned in accordance with the provisions of Article 24, Section 7, of the Convention.

### Article 113

#### Supervision and Advances

1. The Directorate General of Posts of the Oriental Republic of Uruguay shall supervise the expenses of the International Office of the Union, and the Government of the said country shall make any advances which the latter may need.

2. The Directorate General of Posts and Telecommunications of Panama shall do the same with regard to the Transfer Office.

### Article 114

#### Preparation of Accounts

1. The International Office of the Union shall prepare annually the account of the expenses of the Union, which shall be audited by the supervisory authority.

2. The expense account of the Transfer Office shall be prepared and sent by that Office, quarterly, to the Administration using its services.

### Article 115

#### Payment of Advances

1. The amounts which, notwithstanding the provisions of Article 24 of the Convention, have been paid with funds of the Union, or which it may have been necessary for the Government of the Oriental Republic of Uruguay and the Postal Administration of Panama to

furnish as advances, shall be paid by the debtor Postal Administrations as soon as possible and, at the latest, before the expiration of six months, counting from the date on which the country concerned receives the amount.

2. After that date, the amounts owed shall draw interest at the rate of 5% per annum, counting from the date of expiration of the said period.

3. The member-countries bind themselves to include in their budgets the annual amount intended to provide for the punctual payment of the quotas which they must defray.

#### CHAPTER IV

##### SETTLEMENT OF ACCOUNTS

###### Article 116

###### Payment of Accounts and Settlement of Balances

1. Without prejudice to the methods established in the Universal postal legislation, the Postal Administrations may cancel by set-off the debtor and creditor balances pertaining to the various services, including that of telecommunications when the latter comes directly or indirectly under their jurisdiction. If such is not the case, prior concurrence of the Postal Administration concerned should be requested for this latter service.

2. When a payment is made under any of the methods established, the Administrations are obligated to give notice of such payment, furnishing the creditor Administration the information relative to same, while the latter must acknowledge receipt and, in case of a set-off of balances, inform of its concurrence, as soon as possible.

3. All accounts between Administrations may be cleared annually through the International Office of the Union, the debtor balances to be settled as soon as possible within the period of three months from the date on which the country concerned receives the balance sheet.

#### CHAPTER V

##### MISCELLANEOUS PROVISIONS

###### Article 117

###### Domestic Rates and Equivalents

1. The Administrations shall establish the equivalents in gold francs of their domestic rates or of the rates established for the Americo-Spanish regime. They shall also establish the coefficient of conversion of the gold franc into the currency of their country.

2. The equivalents or changes of equivalents shall enter into force only on the first day of a month and, at the earliest, fifteen days

after their notification by the International Office of the Union, to which the Administrations concerned must transmit the respective communications.

### Article 118

#### Retention Period of Documents

1. The documents of the international service must be kept for a minimum period of eighteen months, counting from the day following the date of such documents.
2. Documents concerning a dispute or claim shall be kept until the matter is settled. If the complaining Administration duly informed of the result of the investigation, allows six months to pass from the date of the communication without formulating any objections, the case is considered closed.

### Article 119

#### Telegraphic Addresses

1. The telegraphic addresses for communications exchanged by the Administrations among themselves shall be those designated in the Regulations of Execution ['] of the Convention of the Universal Postal Union.
2. The telegraphic address of the International Office of the Union is: "UPAE"—Montevideo.
3. The telegraphic address of the Transfer Office is: "Otrans"—Panama.

## SECOND PART

### PROVISIONS RELATIVE TO ARTICLES OF CORRESPONDENCE

#### CHAPTER I

#### CONDITIONS FOR ACCEPTANCE

### Article 120

#### Items Liable to Customs Inspection

1. A green label conforming to Form C 1 established in the Universal postal legislation must be affixed to the front or address-side of sealed pieces of correspondence subject to customs inspection.
2. For unsealed items, except small packets, use of the C 1 label is not obligatory unless, thereby, they become exempt from inspection by the customs service of the country of destination.
3. The use of the C 2 customs declaration, conforming to the form established by the Universal postal legislation, is optional for all items.

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<sup>1</sup> TIAS 5881; 16 UST 1373.

### Article 121

#### Diplomatic and Consular Correspondence

Diplomatic and consular correspondence must bear the following indications: the name of the Embassy, legation, or Consulate which is sending it, and the conspicuous inscription of "Correspondencia diplomática" (Diplomatic correspondence) or "Correspondencia consular" (Consular correspondence), in addition to the declaration "Libre de Porte" (Postage Free), which shall appear below the aforementioned inscription. Such articles shall be authenticated by the seal of the Embassy, Legation, or Consulate.

### Article 122

#### Diplomatic Pouches

1. Diplomatic pouches may not weigh more than 20 kilograms nor exceed the following dimensions: Length, width, and height, combined, 140 centimeters, but the greatest dimension may not exceed 60 centimeters.
2. Diplomatic pouches shall be provided with locks, padlocks, or other suitable safety devices.
3. These pouches shall be mailed at the post office as registered articles.
4. Diplomatic pouches preferably shall be dark green in color, in order to facilitate their correct and rapid handling.

## CHAPTER II EXCHANGE OF CORRESPONDENCE

### Article 123

#### Exchange of Mails

1. The Administrations of the member-countries may send to one another, through the intermediary of one or more of them, both closed mails as well as correspondence in open mail, under the conditions established in the Universal postal legislation.
2. The labels of the sacks shall always show the number of the dispatch to which they belong. When the dispatch consists of several sacks, the letter "F" shall be noted, in a very conspicuous manner, on the label of the sack that contains the letter bill, even when it is negative (without entries). This same label must show the number of the dispatch and the total of the sacks which comprise it.

**Article 124****TRANSMISSION OF DIPLOMATIC POUCHES**

1. Diplomatic pouches shall be forwarded by the same routes as those used by the dispatching Administration for the transmission of its correspondence to the Administration of destination.

2. The dispatching exchange office shall enter in the column "Observaciones" (Observations) of the special list of registered articles the words "Valija diplomática" (Diplomatic pouch) and the number of these, if there are several.

3. Said transmission shall be announced by means of a notation made on the letter bill of the dispatch containing it.

**Article 125****Empty Sacks**

The sacks utilized by the Administrations for the dispatch of correspondence shall be returned empty by the exchange offices of destination to those of origin, in the manner prescribed by the Universal postal legislation. However, the Administrations may come to an agreement with one another about using them for the dispatch of their own correspondence.

**CHAPTER III****TRANSIT****Article 126****Statistics of Transit Charges**

The dispatches exchanged in accordance with the provisions of Article 49 of the Convention shall not be included in the statistical operations, by intermediary countries, except by agreement between the countries concerned. The Administrations of origin shall conform to the provisions of the Universal postal legislation when dispatches are addressed to countries outside the Union, or, even when their destination is a member-country, if the dispatches have to pass in transit through third services foreign to the Union.

**Article 127****Accounts for Transit Charges**

1. When the intermediary Administrations have to collect from those of origin the transit charges of the correspondence, they shall prepare the respective accounts without exceeding in any case the charges established by the Convention of the Universal Postal Union and in accordance with the rules established in its Regulations of Execution.

2. In all cases, the number and date of dispatch of the mail from origin and the receiving route must be indicated.

**THIRD PART**  
**FINAL PROVISIONS**

**Article 128**

**Effective Date and Duration of the Regulations**

The present Regulations shall become effective on the same date as the Convention, and shall have the same duration as the latter.

In Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2626.]

## UNION POSTAL DE LAS AMERICAS Y ESPANA

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UNION POSTAL DE LAS AMERICAS Y ESPAÑA

# CONVENIO

## PREAMBULO

Los abajo firmantes, Plenipotenciaricos de los Gobiernos de los Países contratantes, reunidos en Congreso, en la ciudad de México, capital de los Estados Unidos Mexicanos, en virtud de lo dispuesto por el artículo 10 del Convenio de la Unión Postal de las Américas y España, firmado en Buenos Aires, capital de la República Argentina, el 14 de octubre de 1960, inspirándose en el deseo de extender, facilitar y perfeccionar sus relaciones postales, de establecer una solidaridad de acción capaz de representar eficazmente en los Congresos, Conferencias y demás reuniones de la Unión Postal Universal, así como en otros organismos internacionales, sus intereses comunes en lo que se refiere a sus comunicaciones por correo, y de armonizar los esfuerzos de los Países miembros para el logro de esos fines comunes, han determinado celebrar, bajo reserva de ratificación, el Convenio siguiente:

## **PRIMERA PARTE**

### **CONSTITUCION DE LA UNION**

#### **TITULO I**

##### **DISPOSICIONES ORGANICAS**

###### **CAPITULO I**

###### **PRINCIPIOS FUNDAMENTALES**

###### **ARTICULO 1**

###### **Extensión y finalidad de la Unión**

Los Países cuyos Gobiernos adopten el presente Convenio constituyen bajo la denominación de Unión Postal de las Américas y España, un solo territorio postal, para el intercambio recíproco de envíos de correspondencia en condiciones más favorables para el público, que las establecidas por la Unión Postal Universal.

###### **ARTICULO 2**

###### **Miembros de la Unión**

Son miembros de la Unión:

- a) los Países que poseen actualmente la calidad de miembros;
- b) los Países o Territorios que estén ubicados en el Continente americano o sus islas y que tengan la calidad de miembros de la Unión Postal Universal, siempre que no tengan ningún conflicto de soberanía con algún País miembro, si expresan su voluntad de adherirse a la Unión;
- c) los que sean admitidos conforme a las disposiciones del artículo 7.

**ARTICULO 3****Ambito de la Unión**

Forman parte de la Unión:

- a) los territorios de los Países miembros;
- b) las Oficinas de Correos establecidas por los Países miembros en territorios no comprendidos en la Unión;
- c) los demás territorios, que sin ser miembros de la Unión, dependen desde el punto de vista postal de los Países miembros.

**ARTICULO 4****Personería jurídica**

Todo País miembro, de acuerdo con su legislación interna, otorga capacidad jurídica a la Unión Postal de las Américas y España para el correcto ejercicio de sus funciones y la realización de sus propósitos.

**ARTICULO 5****Sede de la Unión**

La sede de la Unión y de la Oficina Internacional de la misma se halla en Montevideo, capital de la República Oriental del Uruguay.

**ARTICULO 6****Privilegios e inmunidades**

1. La Unión Postal de las Américas y España gozará en el territorio del País sede, de los privilegios e inmunidades necesarios para la realización de sus propósitos.

2. Cuando los Congresos de la Unión se realicen fuera del País sede, la Oficina Internacional gestionará ante el Gobierno respectivo, el otorgamiento de privilegios e inmunidades que correspondan.

3. La Oficina Internacional de la Unión podrá gestionar ante el Gobierno de cualquier País miembro, la concesión de los privilegios e inmunidades que sus funcionarios necesiten en el cumplimiento de misiones oficiales.

## **ARTICULO 7**

### **Admisión a la Unión**

1. Todo País soberano de las Américas puede solicitar su admisión en calidad de miembro de la Unión.

2. La solicitud que implica adhesión a las Actas obligatorias de la Unión, debe dirigirse por vía diplomática al Gobierno de la República Oriental del Uruguay, que la comunicará a los demás Países miembros de la propia Unión.

3. Para ser admitido como miembro se requerirá que la solicitud sea aprobada como mínima, por los dos tercios de los Países miembros.

4. Se considerará que los Países miembros aprueban la solicitud, cuando no hubieren dado respuesta en el plazo de cuatro meses, a partir de la fecha en que se les haya comunicado.

5. La adhesión o admisión de un País en calidad de miembro será notificada por el Gobierno de la República Oriental del Uruguay a los Gobiernos de todos los Países miembros de la Unión.

6. Al País solicitante se le comunicará el resultado y si fuere admitido, la fecha desde la cual se le considera miembro y demás datos relativos a su aceptación.

## **ARTICULO 8**

### **Retiro de la Unión**

1. Todo País tiene derecho a retirarse de la Unión, renunciando a su calidad de miembro, mediante notificación hecha por su Gobierno a los demás Países miembros, por conducto del Gobierno de la República Oriental del Uruguay.

2. El País que renuncie a su calidad de miembro, queda fuera de la Unión, un año después de que el Gobierno de la República Oriental del Uruguay haya recibido la correspondiente notificación de retiro.

3. Todo País miembro, que se retire, tiene la obligación de cumplir sus compromisos, tanto para con la Oficina Internacional de la Unión, la Oficina de Transbordos, así como para con los demás Países miembros, hasta el día en que se haga efectivo su retiro de la Unión.

## **ARTICULO 9**

### **Idioma oficial**

1. El idioma oficial de la Unión es el español. Sin embargo para la correspondencia de servicio emitida por las Administraciones postales de los Países miembros cuyo idioma no sea el español, pueden emplear su propio idioma.

2. Para las deliberaciones de los Congresos, Conferencias y Reuniones de la Unión, además del idioma español, se admitirán los idiomas francés, inglés y portugués. Queda a criterio de los organizadores de la reunión y de la Oficina Internacional de la Unión Postal de las Américas y España, la elección del sistema de traducción a emplear.

## **ARTICULO 10**

### **Moneda tipo**

Para la aplicación de las Actas del Convenio y de los Acuerdos se toma como unidad monetaria el franco oro definido en la Constitución de la Unión Postal Universal.

## **ARTICULO 11**

### **Uniones restringidas**

Los Países miembros podrán establecer entre sí uniones más estrechas, con el fin de reducir tarifas o introducir otras

mejoras sobre cualesquiera de los servicios a que se refiere el presente Convenio y/o los Acuerdos, a los que esos Países hayan adherido.

**CAPITULO II**  
**ORGANIZACION DE LA UNION**  
**ARTICULO 12**  
**Organos de la Unión**

1. Los órganos de la Unión son: el Congreso, las Conferencias, la Comisión Técnica Consultiva y Ejecutiva y la Oficina Internacional.

2. Los órganos permanentes de la Unión son: la Comisión Técnica Consultiva y Ejecutiva y la Oficina Internacional.

**ARTICULO 13**

**El Congreso**

1. El Congreso es el órgano supremo de la Unión.

2. El Congreso se compone de los Representantes plenipotenciarios de los Países miembros.

3. El Congreso se reunirá a más tardar dos años después de celebrado el Congreso Postal Universal.

4. Cada País miembro se hará representar por uno o varios Delegados plenipotenciarios o por la Delegación de otro País. La Delegación de un País no puede representar a más de dos Países, incluido el propio.

5. El Gobierno del País sede del Congreso convocará, directamente o por conducto del Gobierno de otro País miembro, a todos los Países miembros, previo acuerdo con la Oficina Internacional.

6. Si no fuere posible la realización de un Congreso en la sede fijada, la Oficina Internacional con la urgencia del caso,

adelantará las diligencias necesarias para la fijación de una nueva sede, de conformidad con las disposiciones del Reglamento de Ejecución del Convenio.

7. En las deliberaciones, cada País miembro tiene derecho a un voto.

8. Cada Congreso aprobará su Reglamento interno. Hasta su adopción, regirá el Reglamento del Congreso anterior.

9. Todo País miembro tiene derecho a formular reservas sobre las Actas de la Unión, al momento de firmárlas.

10. El Gobierno del País sede del Congreso notificará, a los Gobiernos de los Países miembros, las Actas que el Congreso adopte.

## **ARTICULO 14**

### **Finalidades del Congreso**

1. Las finalidades del Congreso son:

- a) revisar y completar, si fuere el caso, las Actas de la Unión; y
- b) tratar cuantos asuntos de interés estime convenientes.

2. Cada Congreso elige el País sede del Congreso siguiente. El Gobierno invitante fijará la fecha definitiva para su celebración así como el lugar en donde ha de reunirse el Congreso, previo acuerdo con la Oficina Internacional. Las invitaciones deberán ser enviadas, en principio, con seis meses de antelación a la fecha de inauguración.

## **ARTICULO 15**

### **Proposiciones para los Congresos**

1. Las Administraciones Postales de los Países miembros, así como la Comisión Técnica Consultiva y Ejecutiva pueden presentar para consideración del Congreso cuantas proposiciones estimen convenientes.

2. La Oficina Internacional puede presentar proposiciones sobre su organización y funcionamiento, previa adopción por parte de uno o varios de los Países miembros.

3. Las proposiciones se deben enviar a la Oficina Internacional con cuatro meses de anticipación a la apertura del Congreso.

4. La Oficina Internacional publicará las proposiciones y las distribuirá entre las Administraciones Postales de los Países miembros, por lo menos tres meses antes de la fecha indicada para el comienzo de las sesiones.

5. Las proposiciones presentadas después del plazo indicado se tomarán en consideración si fueren apoyadas por dos Administraciones como mínimo. Se exceptúan las de orden redaccional que deben constar en el encabezamiento la letra R y que pasarán directamente a la Comisión de Redacción.

## **ARTICULO 16**

### **Congresos extraordinarios**

1. A solicitud de tres Países miembros, por lo menos, y con asentimiento de las dos terceras partes, se puede celebrar un Congreso extraordinario.

2. La sede para la reunión del Congreso extraordinario la determinan los Países solicitantes, de acuerdo con la Oficina Internacional.

## **ARTICULO 17**

### **Conferencias**

1. A solicitud de tres Administraciones postales, por lo menos, y con el asentimiento de las dos terceras partes, se puede celebrar una Conferencia, con el fin de examinar cuestiones técnicas o administrativas.

2. La sede de la Conferencia la determinan las Administraciones solicitantes, de acuerdo con la Oficina Internacional.

3. La Administración del País sede cursará las invitaciones correspondientes.

4. Cada Conferencia aprobará el Reglamento interno que sea necesario para sus trabajos. Hasta su aprobación regirá el anterior.

## **ARTICULO 18**

### **Congresos Postales Universales. — Conferencias**

1. Con 7 días hábiles de anticipación a la apertura del Congreso de la Unión Postal Universal y si lo estiman conveniente, durante su desarrollo, los Delegados Plenipotenciarios de los Países miembros, deberán reunirse en la ciudad designada como sede de dicho Congreso Universal para celebrar una Conferencia en la que se determinen los procedimientos de acción conjunta a seguir.

2. Durante las Conferencias se analizarán y estudiarán las proposiciones que revistan interés para la Unión y aquellas que los Países miembros así lo soliciten.

3. La Oficina Internacional suministrará un resumen de los resultados de la Conferencia a cada uno de los Países miembros.

4. A la finalización del Congreso Postal Universal, la Oficina Internacional hará llegar a los Países miembros y a la Comisión Técnica Consultiva y Ejecutiva una síntesis de los textos de las Actas de la Unión Postal Universal que hayan sufrido modificaciones de fondo o que sean absolutamente nuevos.

## **ARTICULO 19**

### **Comisión Técnica Consultiva y Ejecutiva**

1. En el intervalo de los Congresos, se reunirá por lo menos dos veces, en la sede de la Unión, la Comisión Técnica Consultiva y Ejecutiva con el objeto de planificar y asegurar la continuidad de los trabajos de la Unión.

2. Estará integrada por 5 miembros titulares y 3 suplementarios.

tes, que ejercerán sus funciones en nombre y en el interés de la Unión. Los miembros serán renovados en cada Congreso. Ningún País podrá ser reelegido sucesivamente más de una vez.

3. La primera reunión tendrá efecto dentro del año siguiente a partir de la fecha de celebrado el Congreso.

4. Los miembros titulares de la Comisión tendrán la obligación de comunicar, por lo menos con 60 días de anticipación, a la Oficina Internacional su imposibilidad de concurrir a la reunión. En tal caso, la Oficina Internacional convocará al suplente respectivo en el orden de su designación.

5. El representante de cada uno de los Países miembros de la Comisión será designado por la Administración postal de su País. Este representante deberá ser un funcionario calificado de dicha Administración postal.

6. Las funciones de miembro de la Comisión son gratuitas. Los gastos de funcionamiento de ésta estarán a cargo de la Unión. El representante de cada uno de los Países miembros tiene derecho en cada reunión al reembolso del precio del pasaje de ida y vuelta, en primera clase, por vía aérea, marítima o terrestre.

7. En su primera reunión, convocada por el Presidente del último Congreso, la Comisión elegirá un Presidente y un primero, segundo, tercero y cuarto Vicepresidentes. Redactará su Reglamento, mientras tanto funcionará con el Reglamento anterior. El Director de la Oficina Internacional ejercerá las funciones de Secretario General y podrá tomar parte en los debates de la Comisión sin derecho a voto.

8. La convocatoria para las siguientes reuniones la hará el Presidente de la Comisión por conducto de la Secretaría General y en caso de ausencia, el Vicepresidente que le sigue en orden.

9. La Administración postal de la República Oriental del Uruguay será invitada a participar en sus reuniones en calidad de observador, si ese País no fuera miembro de la Comisión. También podrá cursarse invitación al Comité de Líneas Aéreas de la Unión y a cualquier otro organismo calificado que desee asociarse a su trabajo. Los Países miembros que así lo deseen

podrán designar observadores. Los observadores sólo tendrán derecho a voz en las deliberaciones.

10. Las atribuciones de la Comisión Técnica Consultiva y Ejecutiva son las siguientes:

- a) mantener contacto, con las Administraciones postales de los Países miembros, con los Organismos de la Unión Postal Universal, con las Uniones postales restringidas y con cualquier otro Organismo nacional y/o internacional con el objeto de estudiar y resolver los problemas técnicos y de organización peculiares a los Países miembros de la Unión;
- b) actuar como contralor de las actividades de la Oficina Internacional;
- c) nombrar, dado el caso, al Director de la Oficina Internacional de entre los candidatos propuestos por las Administraciones;
- d) nombrar a presentación del Director, al Subdirector - Secretario General y al Secretario, previo examen de los títulos de competencia profesional postal de los candidatos propuestos por las Administraciones postales de los países miembros;
- e) aprobar la Memoria anual formulada por la Oficina Internacional sobre las actividades de la Unión;
- f) recomendar a la autoridad de Alta Inspección, cuando las circunstancias lo exijan, la autorización para sobrepasar el límite de los gastos extraordinarios;
- g) realizar, por mandato o de por sí, estudios especializados relacionados con la administración y/o ejecución de servicios postales de interés para todos los Países miembros de la Unión, a quienes hará llegar las conclusiones logradas;
- h) gestionar y resolver el desarrollo de la asistencia técnica postal en el cuadro de la asistencia técnica internacional que se otorga a través de la Unión Postal Universal o de otros organismos;

- i) establecer normas acerca de la orientación general, métodos, programación de estudios y textos a aplicarse en las Escuelas técnicas postales de la Unión;
- j) presentar proposiciones de modificación de las Actas o recomendaciones dirigidas a las Administraciones postales de los Países miembros o proposiciones, sugerencias o recomendaciones dirigidas al Congreso. En ambos casos las proposiciones deben ser consecuencia de trabajos o estudios que competan a la Comisión de acuerdo con este artículo;
- k) resolver acerca de los documentos que debe publicar y distribuir, en el idioma oficial, la Oficina Internacional;
- l) actuar con carácter de intermediario para obtener implementos técnicos, mecánicos y de cualquier otra naturaleza que algunas Administraciones puedan poner a disposición de otras, con el fin de negociar su canje, préstamo, arriendo o venta;
- m) todas las otras atribuciones necesarias para el debido cumplimiento del objeto de la Comisión.

## **ARTICULO 20**

### **Escuelas técnico postales**

1. En el ámbito de la Unión y en los lugares que se determinen por el Congreso o por la Comisión Técnica Consultiva y Ejecutiva, podrán establecerse institutos especializados de enseñanza postal destinados a capacitar a los funcionarios de las Administraciones postales de los Países miembros.

2. El funcionamiento de las escuelas será supervisado por la Comisión Técnica Consultiva y Ejecutiva por intermedio de la Oficina Internacional de la Unión.

3. Los gastos que demande la instalación y funcionamiento de la escuela, serán satisfechos con fondos de organismos internacionales, con contribución del País donde funcione la escuela, y con aportes de la Unión, de acuerdo a las partidas que con este fin se incluyan en el presupuesto anual.

**ARTICULO 21****Oficina Internacional**

1. Bajo la denominación de Oficina Internacional de la Unión Postal de las Américas y España funciona, en la sede de la Unión, una Oficina central como órgano de enlace, de información y de consulta, entre las Administraciones postales de los Países miembros.

2. La Oficina Internacional, que la dirige y administra un Director, estará bajo la alta inspección de la Dirección General de Correos de la República Oriental del Uruguay.

**ARTICULO 22****Centro de Traducción.****Publicaciones especiales**

1. La Oficina Internacional organizará una sección de traducciones, en lo posible con la colaboración de las Administraciones de los Países miembros, de manera que constituya un Centro de Traducciones, apto para cumplir las tareas que le correspondan de acuerdo con el régimen lingüístico de la Unión Postal Universal.

2. Además publicará a precio de costo, y en su caso, traducirá al español, los siguientes documentos:

- a) las Actas definitivas y el Código anotado de los Congresos de la Unión;
- b) las Actas definitivas y el Código anotado de los Congresos de la Unión Postal Universal;
- c) los estudios completamente terminados de la Comisión Consultiva de Estudios Postales, que, a juicio de la Comisión Técnica Consultiva y Ejecutiva, sean de interés para la Unión.

## **ARTICULO 23**

### **Oficina de Transbordos**

1. Funciona en Panamá, capital de la República de Panamá, con el nombre de Oficina de Transbordos, una Oficina a la cual corresponde recibir y reexpedir los despachos postales originarios de las Administraciones de los Países miembros y que transitando por el Istmo den lugar a operaciones de transbordo.

2. Todos los despachos cerrados de los Países miembros que deban ser transbordados en el Istmo de Panamá serán manejados por la Oficina, utilizando las vías más rápidas disponibles conforme a las normas de la Unión Postal Universal, con excepción de los despachos provenientes de las Administraciones que tengan servicios propios, de acuerdo con convenios bilaterales firmados con la República de Panamá.

3. La organización y funcionamiento de la Oficina de Transbordos quedan sometidos a la vigilancia y fiscalización de la Dirección General de Correos y Telecomunicaciones de Panamá y de la Oficina Internacional de la Unión, a la cual incumbe, además, actuar como mediadora y asesora en cualquier situación que surja entre la Administración postal de Panamá y las Administraciones postales de los Países miembros que efectúen operaciones de transbordo en el Istmo.

## **ARTICULO 24**

### **Gastos de la Unión**

1. Los gastos de la Unión se clasifican en gastos ordinarios y gastos extraordinarios.

2. Consideranse gastos extraordinarios los que resulten de trabajos especiales confiados a la Oficina Internacional, los motivados por la reunión de un Congreso, de una Conferencia, de una Comisión, o reunión relacionados con el servicio postal internacional de la Unión o de la Unión Postal Universal.

3. Los gastos ordinarios y los extraordinarios serán suffragados en común por todos los Países miembros de la Unión.

4. Estos son clasificados, a este efecto, en tres categorías, cada una de las cuales contribuye al pago de los gastos en la proporción siguiente:

- 1a. categoría ..... 8 unidades;
- 2a. categoría ..... 4 unidades; y
- 3a. categoría ..... 2 unidades.

5. En caso de nueva adhesión, el Gobierno de la República Oriental del Uruguay, de común acuerdo con la Oficina Internacional y el Gobierno del País interesado, determinará el grupo en el cual debe ser éste incluido, a los efectos del reparto de los gastos de la Unión.

6. Tres meses antes del fin de cada año, la Oficina Internacional de la Unión, hará un presupuesto, en francos oro, que cubra los gastos ordinarios y los gastos extraordinarios de la Oficina y presentará tales presupuestos a los Países miembros, para que en lo posible cubran por anticipado los respectivos gastos. Este presupuesto será autorizado por las tres cuartas partes del total de las Administraciones de los Países miembros y regirá desde el 1º de enero al 31 de diciembre, del año siguiente. Las Administraciones de los Países miembros que no hubieren contestado en el plazo de dos meses, serán consideradas como habiéndolo aceptado.

7. Los gastos que demande el sostenimiento de la Oficina de Transbordos estarán a cargo de los Países miembros, repartidos aquéllos proporcionalmente al número de sacos propios que intercambien por su mediación.

### **CAPITULO III**

#### **Actas de la Unión**

### **ARTICULO 25**

#### **Actas de la Unión**

1. El Convenio es el Acta fundamental de la Unión.
2. El Convenio y su Reglamento de Ejecución contienen las reglas orgánicas de la Unión y las disposiciones relaciona-

das con los envíos de correspondencia.

3. El Convenio y su Reglamento de Ejecución son obligatorios para todos los Países miembros.

4. Los Acuerdos y sus Reglamentos de Ejecución contienen las disposiciones relacionadas con los servicios no incluidos en los envíos de correspondencia. Su adopción es de carácter facultativo.

5. Los Acuerdos y sus Reglamentos de Ejecución son obligatorios para los Países miembros que se hayan adherido a ellos.

6. Los Protocolos finales, anexados eventualmente a las Actas de la Unión, contienen las reservas de que trata el párrafo 9 del artículo 13.

## **ARTICULO 26**

### **Reglamentos de Ejecución**

Las Administraciones postales de los Países miembros determinan de común acuerdo, en los Reglamentos de Ejecución, las medidas de orden y detalle necesarias para la ejecución del Convenio y de los Acuerdos.

## **ARTICULO 27**

### **Votos**

Los votos carecen de fuerza obligatoria. Las Administraciones que los hagan efectivos tienen la obligación de comunicarlo a las demás por intermedio de la Oficina Internacional de la Unión.

## **ARTICULO 28**

### **Ratificación**

1. Las Actas adoptadas por un Congreso serán ratificadas en el más breve plazo posible por los Países firmantes. La ratificación será comunicada por la vía diplomática al Gobier-

no del País sede del Congreso y por éste a los Gobiernos de los demás Países signatarios.

2. En el caso en que una o varias de las Actas no fueren ratificadas por uno o varios de los Países miembros, aquéllas no dejarán de ser válidas para los que las hayan ratificado.

3. Sin perjuicio del procedimiento señalado en el párrafo precedente, los Países firmantes podrán ratificar las Actas en forma provisional, dando aviso de ello, por correspondencia, a la Oficina Internacional de la Unión.

## **ARTICULO 29**

### **Vigencia de las Actas**

1. Las Actas serán puestas en ejecución simultáneamente y tendrán la misma duración.

2. A partir de la fecha fijada para que entren en vigencia las Actas adoptadas por un Congreso, todas las del Congreso precedente quedarán derogadas.

## **CAPITULO IV**

### **MODIFICACION O INTERPRETACION DE LAS ACTAS**

#### **ARTICULO 30**

##### **Proposiciones durante el intervalo de los Congresos**

1. Las Actas de la Unión podrán ser modificadas en el intervalo de los Congresos, siguiendo un procedimiento equivalente al establecido en el Convenio de la Unión Postal Universal.

2. Para que las proposiciones tengan fuerza ejecutiva deberán obtener:

- a) la unanimidad de los votos emitidos, si se trata de la modificación de las disposiciones de los artículos 1 al 25, 28 al 32, 34, 37, 40, 41 al 43, 46 al 50, 55 y 56 del Convenio y de los artículos 109, 113 y 114 de su Reglamento de Ejecución y de los artículos 26 y 34 del Reglamento de la Oficina Internacional de la Unión;

- b) los dos tercios de los votos emitidos si se trata de la modificación de fondo de disposiciones del Convenio y de su Reglamento de Ejecución, distintas de las mencionadas en el apartado a) y las modificaciones al Reglamento de la Oficina Internacional de la Unión, excepto lo indicado en el inciso precedente;
- c) la mayoría de los votos emitidos si se trata:
  - 1o. de modificaciones de orden redaccional de las disposiciones del Convenio y de su Reglamento, distintas de las mencionadas en el apartado a);
  - 2o. de interpretación de las disposiciones del Convenio, del Protocolo Final y de su Reglamento, salvo el caso de disentimiento que haya de someterse al arbitraje previsto en el artículo 34;
  - 3o. los Acuerdos fijan las condiciones a las cuales está subordinada la aprobación de las proposiciones que a ellos se refieren.

## **CAPITULO V**

### **LEGISLACION Y REGLAS SUBSIDIARIAS**

#### **ARTICULO 31**

##### **Complemento a las disposiciones del Convenio y los Acuerdos**

Los asuntos relacionados con los servicios postales que no estén comprendidos en las Actas de la Unión, se regirán en su orden:

- 1o. por las disposiciones de la Unión Postal Universal;
- 2o. por los Acuerdos que entre sí firmaren los Países miembros;
- 3o. por la legislación interna de cada País miembro.

#### **ARTICULO 32**

##### **Acuerdos especiales**

Las Administraciones postales de los Países miembros podrán concertar acuerdos especiales:

- a) para mejorar los servicios postales establecidos en el Convenio y los Acuerdos de la Unión a los cuales hayan adherido;
- b) para establecer en sus relaciones recíprocas aquellos servicios postales que realicen en su régimen interno y no estén previstos en las Actas de la Unión.

**ARTICULO 33****Modificaciones o resoluciones de orden interno**

Las modificaciones o resoluciones de orden interno que adopten los Países miembros y que afecten al servicio internacional, tendrán fuerza ejecutiva tres meses después de la fecha en que sean comunicadas por la Oficina Internacional.

**CAPITULO VI  
DEL ARBITRAJE****ARTICULO 34****Arbitraje**

Los desacuerdos que se presenten entre las Administraciones postales de los Países miembros sobre la interpretación y aplicación de las Actas de la Unión, serán resueltos por arbitraje de conformidad con lo establecido en el Reglamento General de la Unión Postal Universal.

**CAPITULO VII  
FUNCIONARIOS POSTALES****ARTICULO 35****Intercambio de funcionarios**

1. Las Administraciones de los Países miembros, directa-

mente o por intermedio de la Oficina Internacional, se pondrán de acuerdo para efectuar el intercambio o envío unilateral de funcionarios, con fines de asesoramiento, enseñanza y aprendizaje o para realizar estudios aplicables al perfeccionamiento de los servicios postales.

2. Una vez convenido el intercambio o envío unilateral de funcionarios, las Administraciones interesadas acordarán la forma en que deban sufragarse los gastos correspondientes.

3. Las Administraciones otorgarán toda clase de facilidades a los funcionarios que acojan en cumplimiento del párrafo 1 que antecede.

4. Cuando el intercambio o envío unilateral de funcionarios se realice en forma directa, las Administraciones interesadas darán aviso de ello a la Oficina Internacional.

## **ARTICULO 36**

### **Colaboración con la Oficina Internacional de la Unión**

Las Administraciones de los Países miembros podrán enviar, por el tiempo indispensable y con cargo a los gastos extraordinarios de la Oficina, funcionarios técnicos para colaborar en la realización de trabajos especiales, a la Oficina Internacional de la Unión, cuando ésta lo requiera en casos notoriamente justificados.

## **CAPITULO VIII**

### **REUNIONES POSTALES UNIVERSALES**

## **ARTICULO 37**

### **Unidad de acción**

Los Países miembros se obligan a dar instrucciones a sus delegados ante los Congresos Postales Universales y ante las demás reuniones organizadas por la Unión Postal Universal para que sostengan, unánime y firmemente, todos los principios establecidos en la Unión Postal de las Américas y España.

**ARTICULO 38****Intercambio de observadores**

1. La Unión podrá enviar observadores a los Congresos, Conferencias y Reuniones de la Unión Postal Universal, al Consejo Ejecutivo y a la Comisión Consultiva de Estudios Postales.
2. Igualmente podrá enviar observadores a los Congresos de las Uniones Postales restringidas que hubieran formulado oportuna invitación.
3. Observadores de la Unión Postal Universal serán admitidos en los Congresos y, cuando se estime conveniente, en las Conferencias y en las reuniones de la Comisión Técnica Consultiva y Ejecutiva de la Unión.
4. Asimismo acogerá en sus Congresos a los observadores que envíen las Uniones Postales restringidas, que hubieran sido invitadas.

**ARTICULO 39****Colaboración con organismos internacionales**

1. A fin de contribuir a una mayor coordinación en materia postal, la Unión colaborará, si fuese necesario mediante la firma de Acuerdos, con los organismos internacionales que tengan intereses y actividades conexos.
2. El Acuerdo se hará efectivo luego del asentimiento favorable de la mayoría simple de los Países miembros.

**TITULO II****DISPOSICIONES DE ORDEN GENERAL****CAPITULO I****REGLAS RELATIVAS A LOS SERVICIOS POSTALES  
INTERNACIONALES**

## **ARTICULO 40**

### **Libertad de tránsito**

1. La libertad de tránsito postal es garantizada por los Países miembros en todo el territorio de la Unión.
2. Los Países miembros se comprometen a cursar los envíos de los demás Países por las vías y conductos más rápidos utilizables para sus propios envíos.
3. Cuando un País miembro no observe las disposiciones del presente artículo concernientes a la libertad de tránsito, las Administraciones de los demás Países miembros estarán en el derecho de suprimir el servicio postal con ese País; en todo caso, deberán dar previamente aviso por telegrama a las Administraciones interesadas.

## **ARTICULO 41**

### **Propiedad de los envíos de correspondencia**

Todo envío de correspondencia pertenece al expedidor mientras no haya sido entregado al destinatario o, en su lugar, a quien determine la legislación interna de cada País. Quedan exceptuados de esta disposición los envíos incautados por aplicación de las leyes internas del País de destino.

## **ARTICULO 42**

### **Tasas y derechos**

Las únicas tasas y derechos que pueden percibirse por los diferentes servicios postales internacionales, son los previstos en el Convenio y los Acuerdos de la Unión.

## **ARTICULO 43**

### **Atribución de las tasas**

Salvo los casos expresamente previstos por el Convenio y los Acuerdos, cada Administración guardará para sí por entero las tasas que hubiere percibido.

**ARTICULO 44****Formularios**

Es obligatorio el uso de los distintos formularios establecidos en las Actas de la Unión y, en los demás casos, los que rigen en el orden de la Unión Postal Universal, salvo que las Administraciones interesadas hayan celebrado acuerdo sobre el particular.

**ARTICULO 45****Cooperación para el transporte de la correspondencia en tránsito**

Las Administraciones de los Países miembros estarán obligadas a prestarse, entre sí, previa solicitud, la cooperación que necesiten sus empleados encargados del transporte de correspondencia en tránsito por tales Países.

**ARTICULO 46****Sellos postales**

1. Las Administraciones están obligadas a enviar a la Oficina Internacional tres ejemplares de todos los sellos postales que emitan, indicando los datos relacionados con la emisión.
2. La Oficina Internacional, a su vez mantendrá una exposición permanente y clasificada de los sellos postales que reciba. Además atenderá y hará conocer a las Administraciones postales de los Países miembros las informaciones y asuntos filatélicos que interesen a la Unión.

**SEGUNDA PARTE****DISPOSICIONES RELATIVAS A LOS ENVIOS  
DE CORRESPONDENCIA****CAPITULO I****DISPOSICIONES GENERALES**

## **ARTICULO 47**

### **Envíos de correspondencia**

Son envíos de correspondencia:

- a) las cartas;
- b) tarjetas postales sencillas y con respuesta pagada;
- c) impresos;
- d) cecogramas;
- e) muestras de mercaderías;
- f) pequeños paquetes;
- g) fonopostales.

## **ARTICULO 48**

### **Obligatoriedad del servicio**

Es obligatoria la admisión, transmisión y recepción de los envíos de correspondencia. Sin embargo, el intercambio de pequeños paquetes y fonopostales quedará limitado a los Países que convengan en realizarlo, ya sea en sus relaciones recíprocas o en una sola dirección.

## **ARTICULO 49**

### **Gratuidad de tránsito**

1. La gratuidad de tránsito territorial es absoluta en el territorio de la Unión; en consecuencia, los Países miembros se obligan a transportar a través de sus territorios, sin cargo alguno para los Países miembros, toda la correspondencia que estos expidan con cualquier destino dentro de la Unión Postal de las Américas y España.

2. La gratuidad de tránsito marítimo es absoluta, si el transporte se realiza en buques de bandera o matrícula de algún País miembro y los envíos sean originarios de y vayan destinados a Países miembros..

3. Los Países miembros no se limitarán al empleo exclusivo de buques pertenecientes a bandera o matrícula de Países

miembros cuando pueda asegurarse el transporte marítimo de manera más rápida por buques de otras nacionalidades.

4. Cuando algún País miembro conceda a los buques, abanderados o matriculados en otro País miembro, "patente de privilegio postal", u otro análogo, que obligue al buque a transportar gratuitamente la correspondencia, la Administración postal del País ctorgante lo notificará sin demora a aquella otra en que el buque esté abanderado o matriculado.

## **ARTICULO 50**

### **Tarifas**

1. En principio, las tasas postales aplicables a los envíos de correspondencia del servicio interno de cada País, regirán en las relaciones entre los Países miembros, excepto cuando sean superiores a las que se apliquen a los envíos de correspondencia destinados a los Países de la Unión Postal Universal, en cuyo caso regirán estas últimas.

2. Sin embargo, las Administraciones podrán aplicar a las cartas y tarjetas postales una tasa superior a la de su servicio interno, pero que no exceda su tasa internacional, cuando acuerdos especiales de transporte incluyan encaminamiento aéreo para acelerar su transmisión.

3. También regirá la tarifa internacional cuando se trate de servicios que no existan en el régimen interno.

## **ARTICULO 51**

### **Correspondencia escolar**

1. Los envíos de correspondencia intercambiados entre los alumnos de las escuelas, aún cuando tengan el carácter de correspondencia actual y personal serán admitidos con la tarifa de impresos, a condición de que usen como intermediarios a los directores de las escuelas interesadas.

2. Sin embargo, si existe reciprocidad, los envíos de correspondencia, a excepción de los pequeños paquetes que inter-

cambien las direcciones de las escuelas o los alumnos de éstas por intermedio de sus directores, podrán gozar de una tarifa equivalente al 50 % de la ordinaria, cuando su peso no exceda de un kilogramo y reúnan las restantes condiciones que correspondan a su clasificación postal.

3. Las lecciones que remitan las escuelas por correspondencia a sus alumnos y las pruebas escritas que éstos remitan a su escuela serán admitidas tambiéen con la tasa de impresos.

4. Previo acuerdo entre las Administraciones interesadas, podrán acompañarse a los envíos con lecciones que remitan a sus alumnos, los elementos necesarios para el cumplimiento eficaz de los cursos en cantidad mínima indispensable para ese fin.

## **ARTICULO 52**

### **Franquicias**

1. Los Países miembros convienen en conceder franquicia de porte en el servicio interno y en el servicio américoespañol:

- a) a la correspondencia que expidan las Administraciones de los Países miembros y sus oficinas, la Oficina Internacional de la Unión y la Oficina de Transbordos;
- b) a la correspondencia de los miembros del Cuerpo Diplomático de los Países miembros;
- c) a la correspondencia oficial que los Cónsules y Vicecónsules en funciones remitan a sus respectivos Países; a la que cambien entre sí; a la que dirijan a las autoridades del País en que estuvieren acreditados y a la que intercambien con sus respectivas Embajadas y Legaciones, siempre que exista reciprocidad;
- d) a la correspondencia oficial de las Comisiones Nacionales de Cooperación Intelectual constituidas bajo los auspicios de los Gobiernos, de acuerdo con convenciones panamericanas y universales vigentes;
- e) a la correspondencia oficial de la Organización de los Estados Americanos y de otras entidades fundadas bajo su auspicio y que se destinen a los mismos objetivos;

- f) a los impresos que expidan los editores o autores con destino a las Oficinas de Información establecidas por las Administraciones de los Países miembros, así como los que remitan gratuitamente a las bibliotecas y demás centros culturales nacionales, oficialmente reconocidos por los Gobiernos de los Países miembros;
- g) a los cecogramas y objetos a ellos asimilados, conforme a las disposiciones del Convenio Postal Universal;
- h) a los envíos de correspondencia dirigidos a los prisioneros de guerra, a los beligerantes y civiles internados y a los envíos por ellos expedidos.

2. La correspondencia a que se refieren los incisos a), b) y c) del párrafo anterior, podrá ser expedida con carácter certificado, exenta del pago del derecho respectivo pero sin que haya lugar a indemnización alguna.

3. La correspondencia oficial de los Gobiernos Centrales de los Países miembros que conforme a sus leyes interiores circule libre de parte en su régimen interno, se admitirá con igual franquicia en el País de destino sin ningún gravamen en el mismo, siempre que se observe una estricta reciprocidad.

4. El intercambio de correspondencia del Cuerpo Diplomático entre las Secretarías de Estado de los respectivos Países y sus Embajadas o Legaciones, tendrá el carácter de reciprocidad entre los Países miembros y será efectuado al descubierto o por medio de valijas diplomáticas, gozando en ambos casos de franquicias y de todas las garantías de los envíos oficiales.

5. Salvo acuerdo en contrario, la franquicia que concede el presente artículo no alcanza a la sobretasa cérea ni a los servicios especiales existentes en el régimen de la Unión o en el interno de los Países miembros. Tampoco es obligatoria para los envíos aéreos procedentes de Países que usen las tasas combinadas.

### **ARTICULO 53**

#### **Peso y dimensiones**

Los límites de peso y las dimensiones de los envíos de co-

rrespondencia se ajustarán a lo preceptuado en el Convenio de la Unión Postal Universal, con excepción de los impresos, cuyo peso máximo puede ser fijado en 10 kilogramos. Podrán aceptarse impresos de un peso mayor siempre que haya un acuerdo previo entre las Administraciones.

## **ARTICULO 54**

### **Devolución de envíos no entregados**

Los envíos no entregados a los destinatarios por cualquier circunstancia y que deban ser devueltos a origen, quedarán exentos del pago de las tasas postales, y facultativamente, de los derechos de aduana.

## **CAPITULO II**

### **ENVIOS CERTIFICADOS**

## **ARTICULO 55**

### **Tasa de certificación**

Los envíos a que se refiere el artículo 47 podrán ser expedidos con el carácter de certificados, mediante el pago de una tasa igual a la establecida para la Unión Postal Universal.

## **ARTICULO 56**

### **Indemnización**

1. En caso de responsabilidad de las Administraciones por la pérdida de un envío certificado, el remitente, o por delegación de éste el destinatario, tendrá derecho a una indemnización equivalente a 25 francos cro en la moneda del País que deba hacerla efectiva, pudiendo no obstante reclamar una indemnización menor.

[<sup>1</sup>]

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<sup>1</sup> A paragraph numbered 2 was omitted from the original Spanish text; for the English translation, see p. 2550.

2. Cuando una Administración establezca su propia responsabilidad en la pérdida de un envío certificado, deberá dirigirse de inmediato a la Administración reclamante autorizando el correspondiente pago.

### CAPITULO III

#### TRANSPORTE AEREO DE LOS ENVIOS POSTALES

##### ARTICULO 57

###### **Franqueo de la correspondencia aérea**

Los procedimientos de franqueo de la correspondencia aérea se establecerán de acuerdo con las disposiciones de la Unión Postal Universal.

##### ARTICULO 58

###### **Unidad de peso**

1. Para la aplicación de las tasas de franqueo del servicio aéreo, se fija como unidad de peso para la correspondencia aérea con sobretasa o tasa aérea combinada, la de cinco gramos o múltiplos de cinco gramos.

2. Sin embargo, los Países miembros que no tengan establecido el sistema métrico decimal podrán adoptar su equivalencia conforme al sistema de pesos que tengan en vigor en su servicio postal interno.

##### ARTICULO 59

###### **Entrega de la correspondencia aérea**

Para su entrega a los destinatarios, la correspondencia aérea se incluirá, de acuerdo con su categoría, en el reparto inmediato a su llegada a la oficina distribuidora.

## **ARTICULO 60**

### **Tratamiento preferente por eventualidades**

1. La correspondencia del servicio aéreo internacional recibirá tratamiento preferente en su curso en el País de destino, cuando por circunstancias eventuales o de fuerza mayor no pueda conducirse en dicho País en los aviones por los que normalmente debiera ser remitida.

2. Cuando por fuerza mayor los aviones no puedan aterrizar en el País de destino, los despachos de cualquier origen que conduzcan serán desembarcados en uno de los Países inmediatos que ofrezcan más garantías para su curso, por las vías más rápidas que éste tenga disponibles.

## **ARTICULO 61**

### **Cálculo de las remuneraciones de las valijas diplomáticas**

Salvo en los casos que los Países miembros tengan acuerdos al respecto, a los efectos del cálculo de las sobretasas y de las remuneraciones del transporte por vía aérea, las valijas diplomáticas se considerarán como correspondencia de la clase AO.

## **TERCERA PARTE DISPOSICIONES FINALES**

### **ARTICULO 62**

#### **Entrada en vigencia y duración del Convenio**

El presente Convenio empezará a regir el día 10. de marzo del año 1967 y estará en vigor hasta que comiencen a regir las Actas del próximo Congreso, quedando derogadas a partir de la fecha citada, las estipulaciones del Convenio de la Unión Postal de las Américas y España, suscrito en Buenos Aires, capital de la República Argentina, el 14 de octubre de 1960.

En fe de lo resuelto, los Plenipotenciarios de los Gobiernos de los Países contratantes suscriben el presente Convenio en la ciudad de México, capital de los Estados Unidos Mexicanos, a los diecisésis días del mes de julio del año mil novecientos sesenta y seis.

Por ARGENTINA:

ISMAEL IRINEO BRUNO

Por COLOMBIA:

CESAR A. PANTOJA  
ALBERTO LOZANO SIMONELLI  
TELESFORO MUROZ BOLAÑOS  
ALFONSO SALAZAR  
HUMBERTO ZIMMERMANN

Por BOLIVIA:

Cnel. HECTOR CUETO MACHICAO

Por COSTA RICA

GUILLERMO JIMENEZ RAMIREZ  
ANTONIO WILLIS QUESADA

Por CANADA:

WILLIAM WILSON

Por CUBA:

PABLO SILVA HORTA

FERDINAND PAGEAU

READ GOSELLIN

FRANCISCO MARTY VALDES

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Por CHILE:

JOSE R M PIZARRO O'RYAN

HECTOR H QUIROGA VALDIVIESO

Por ECUADOR:

ERNESTO VALDIVIESO CHIRIBOGA

Por el SALVADOR:

ANASTASIO ANTONIO ANDRADE

Por ESPAÑA:

GABRIEL MARTINEZ DE MATA

ANIBAL MARTIN GARCIA

JOSE VILANOVA

Por ESTADOS UNIDOS DE AMERICA:

Ralph W. Nicholson

RALPH W. NICHOLSON

Greever Allan  
GREEVER ALLAN

Armand J. RIoux

ARMAND J. RIoux

Genaro Barbato

Paula de Paula e Silva Saldanha  
  
Lila RIDELTO PENTAGNA

Por ESTADOS UNIDOS MEXICANOS:

FERNANDO MAGRO SOTO

Por GUATEMALA:

Pedro FAUSTO REYNA ALONSO

Por HAITI:

JULIO J. PIERRE AUDAIN

Por PERU:

HILDEBRANDO MERINO MACHUCA

Por NICARAGUA:

EDGAR ESCOBAR FORNOS

Por PANAMA:

BORIS SUCRE BENJAMIN

ERNESTO CACERES BOLUARTE

JORGE GALVEZ

Por REPUBLICA DOMINICANA:

ROLANDO DOMINGO FUNG

ANTONIO T. BOBADILLA

Por PARAGUAY:

ENRIQUE VOLTA GAONA

CLEMENTE A. CRUZ LOPEZ

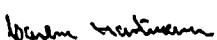
Por REPUBLICA DE HONDURAS:

CARLOS P. ARZA OTAZU

RAMON YNESTROZA MONCADA

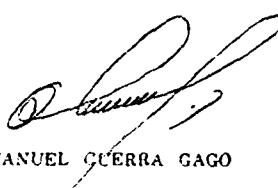
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Por REPUBLICA DE VENEZUELA:



CARLOS HARTMANN

MANUEL CUERRA GAGO

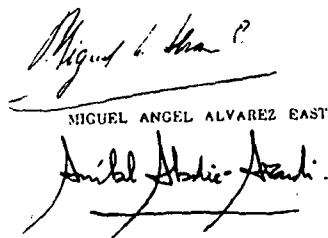


Por URUGUAY:



MARIA E. ROCHA DE BARTHABURU

MIGUEL ANGEL ALVAREZ EASTMAN



ANIBAL ARADIE AICARDI

ANIBAL ARADIE AICARDI



ALFREDO GIRO PINTOS

**PROTOCOLO FINAL DEL CONVENIO**

En el momento de firmar el Convenio celebrado por el IX Congreso de la Unión Postal de las Américas y España, los Plenipotenciarios que suscriben han convenido lo siguiente:

I  
El Salvador y Panamá formulan una reserva al párrafo 3 del artículo 28, "Ratificación", ya que en sus Países los Convenios Internacionales sólo pueden ser ratificados previa aprobación de la Asamblea Legislativa.

**II**

Canadá formula una reserva al artículo 41 "Propiedad de los envíos de correspondencia", ya que a causa de su legislación interna no puede cumplir con sus disposiciones.

**III**

Estados Unidos de América formula una reserva al artículo 49 "Gratuidad de tránsito" ya que no puede cumplir con sus estipulaciones.

**IV**

Estados Unidos de América formula una reserva al artículo 50 "Tarifas" ya que no puede cumplir con las estipulaciones contenidas en este artículo.

**V**

El Salvador y Uruguay formulan una reserva al artículo 50 "Tarifas" en el sentido de dejar a salvo la facultad de su Gobierno para aplicar o no, según lo consideren conveniente, las tarifas del servicio interno a los Países que formulen reservas al artículo 49 "Gratuidad de tránsito".

**VI**

Canadá formula una reserva al artículo 52 "Franquicias" en el sentido de que no puede aceptar los incisos d), e) y f) del párrafo 1 y el párrafo 3 de este artículo.

VII

Estados Unidos de América formula una reserva al artículo 52 "Franquicias", en el sentido de que no puede aceptar los incisos d) y f) del párrafo 1.

VIII

Cuba no concede franquicia a la farsa conocida como Organización de Estados Americanos y por ende formula reserva al inciso e) del artículo 52 del Convenio.

IX

Argentina, Bolivia, Costa Rica, Cuba, Chile, El Salvador, España, Estados Unidos Mexicanos, Guatemala, Nicaragua, Panamá, Paraguay, Perú, República de Honduras, República de Venezuela y Uruguay, hacen constar que, de acuerdo con el principio general de reciprocidad, aplicarán las mismas medidas restrictivas o de excepción que establezcan otros Países miembros, bien en este Protocolo Final o en el momento de la ratificación formal de las Actas.

X

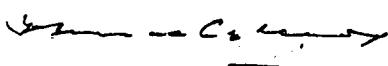
Estados Unidos del Brasil, Colombia, Ecuador y República Dominicana, hacen constar que, de acuerdo con el principio general de reciprocidad podrán aplicar las mismas medidas restrictivas o de excepción que establezcan otros Países miembros, bien en este Protocolo Final o en el momento de la ratificación formal de las Actas.

XI

La Delegación de Bolivia suscribirá el Convenio, emanado del IX Congreso de la Unión Postal de las Américas y España, con las reservas del caso frente a todo aquello que discrepe con las disposiciones de la Constitución Política y demás Leyes vigentes en la República de Bolivia.

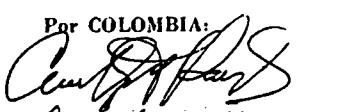
En la Ciudad de México, capital de los Estados Unidos Mexicanos, a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

Por ARGENTINA:

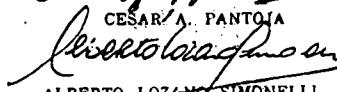


ISMAEL IRINEO BRUNO

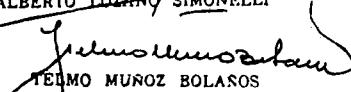
Por COLOMBIA:



CESAR A. PANTOJA



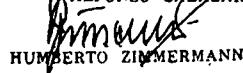
ALBERTO LOZANO SIMONELLI



TEIMO MUÑOZ BOLAROS

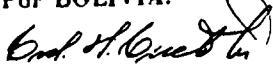


ALFONSO SALAZAR



HUMBERTO ZIMMERMANN

Por BOLIVIA:



Cnel. HECTOR CUETO MACHICAO



JAIME VARGAS

Por COSTA RICA:



GUILLERMO JIMENEZ RAMIREZ  
Antonio Willis Quesada

CARLOS A. MORENO

Por CANADA:



WILLIAM WILSON

Por CUBA:



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JOSE VILANOVA

Por ESTADOS UNIDOS DE AMERICA:

RALPH W NICHOLSON

GREEVER ALLAN

ARMAND J RIoux

Por ESTADOS UNIDOS DEL BRASIL:

GERALDO BARBATO

PAULO DE PAULA E SILVA SALDANHA

LUIS ROBERTO PINTAGANA

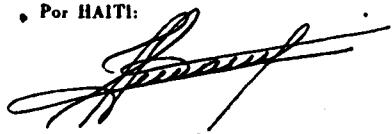
Por ESTADOS UNIDOS MEXICANOS:

FERNANDO MACRO SOTO

Por GUATEMALA:

PEDRO FAUSTO REYNA ALONSO

Por HAITI:



JULIO J. PIERRE AUDAIN

Por PERU:



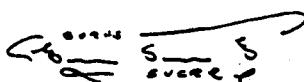
HILDEBRANDO MERINO MACHUCA

Por NICARAGUA:



EDGAR ESCOBAR FORNOS

Por PANAMA:



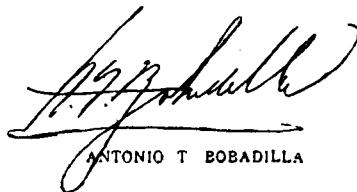
BORIS SUCRE BENJAMIN

ERNESTO CACERES BOLUARTE



JORGE GALVEZ

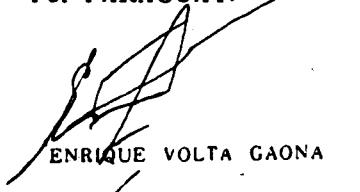
Por REPUBLICA DOMINICANA:



ROLANDO DOMINGO FUNG

ANTONIO T BOBADILLA

Por PARAGUAY:

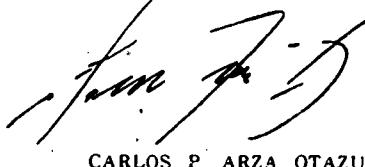


ENRIQUE VOLTA GAONA



CLEMENTE A CRUZ LOPEZ

Por REPUBLICA DE HONDURAS:



CARLOS P ARZA OTAZU



RAMON YNESTROZA MONCADA

18 UST] Multi.—Postal Union: Americas and Spain—July 16, 1966 2607

Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*

CARLOS HARTMANN

MANUEL GUERRA GAGO

Por URUGUAY:

*Maria E. Rocha de Barthaburu*

MARIA E. ROCHA DE BARTHABURU

*Miguel Álvarez Eastman*

MIGUEL ANGEL ALVAREZ EASTMAN

*Aníbal Abadie Aicardi*

ANIBAL ABADIE AICARDI

*Alfredo Giro Pintos*

ALFREDO GIRO PINTOS

**REGLAMENTO DE EJECUCION DEL CONVENIO  
DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA**

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**TERCERA PARTE**

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Art.	
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**REGLAMENTO DE EJECUCION DEL CONVENIO DE LA  
UNION POSTAL DE LAS AMERICAS Y ESPAÑA**

Los abajo firmantes Delegados Plenipotenciarios de los Países contratantes en representación de sus Administraciones, han aprobado las siguientes reglas para asegurar la ejecución del Convenio precedente.

**PRIMERA PARTE****DISPOSICIONES GENERALES****CAPITULO I****OFICINA INTERNACIONAL DE LA UNION****ARTICULO 101****Atribuciones de la Oficina Internacional**

1. En el marco de sus funciones generales, a la Oficina Internacional le corresponde:

- a) reunir, coordinar, traducir, publicar y distribuir los documentos e informaciones de cualquier naturaleza, que interesen al Servicio postal de la Unión;
- b) realizar encuestas por iniciativa propia o a solicitud de una Administración postal a fin de conocer opiniones con carácter ilustrativo;
- c) proporcionar todas las informaciones que le soliciten las Administraciones postales, la Unión Postal Universal, las Uniones restringidas o los Organismos internacionales que se interesen en los asuntos postales;
- d) intervenir y colaborar en los planes de asistencia técnica multilateral y en la ejecución de los mismos, representando a la Unión ante los respectivos organismos internacionales;

- e) tramitar y dar curso a las solicitudes de modificación o interpretación de las Actas de la Unión, y notificar oportunamente los resultados;
  - f) emitir su opinión en cuestiones litigiosas, cuando las partes interesadas lo requieran;
  - g) velar por el cumplimiento de las Actas y por los asuntos relacionados con los intereses de la Unión;
  - h) redactar y distribuir oportunamente una Memoria Anual sobre los trabajos que realice, la que deberá ser aprobada por la Comisión Técnica Consultiva y Ejecutiva;
  - i) publicar la nómina de los Países miembros de la Unión con indicación de los Acuerdos que han suscrito, o a los que se han adherido;
  - j) organizar la Sección Filatélica de que trata el párrafo 2 del artículo 46, del Convenio;
  - k) confeccionar y distribuir la insignia de la Unión, para uso personal de los funcionarios de las Administraciones Postales.
2. En el marco de los Congresos, Conferencias y Reuniones de la Unión, a la Oficina Internacional le corresponde:
- a) intervenir en la organización y realización de los Congresos, Conferencias y Reuniones determinados por la Unión;
  - b) en los casos previstos en el artículo 13, párrafo 6, del Convenio, será la encargada de cursar las consultas pertinentes, a cada uno de los Países miembros para la fijación de una nueva sede. Luego, hará conocer a cada País, el resultado de la gestión y solicitará su pronunciamiento en favor de uno de los Países invitantes. Comunicará entonces a cada Gobierno el nombre del País, que por haber obtenido el mayor número de votos, resulte elegido como sede del Congreso;
  - c) distribuir oportunamente las proposiciones que las Administraciones postales remitan para la consideración

de los Congresos, Conferencias y Reuniones de la Unión;

- d) informar al Congreso sobre las labores cumplidas desde el Congreso anterior;
- e) preparar la agenda para las reuniones de la Comisión Técnica Consultiva y Ejecutiva y el informe sobre sus estudios y recomendaciones que presentará al Congreso;
- f) publicar los Documentos de los Congresos, Conferencias y Reuniones de la Unión.

3. En el marco de los Congresos y demás Reuniones de los organismos de la Unión Postal Universal, a la Oficina Internacional le corresponde:

- a) organizar la realización de la Conferencia de los Países de la Unión, formular las correspondientes invitaciones y asegurar las funciones de la Secretaría de la misma;
- b) traducir y distribuir inmediatamente las proposiciones que las Administraciones Postales de la Unión Postal Universal presenten a su respectivo Congreso y que revistan interés para la Unión;
- c) prestar toda la colaboración necesaria que las Delegaciones de los Países miembros de la Unión requieran, para el completo desarrollo y cumplimiento de sus funciones.

4. En el marco de las publicaciones, además de las contempladas en el artículo 22 del Convenio, a la Oficina Internacional le corresponde:

- a) distribuir los documentos de cualquier naturaleza que considerare de interés o que le sean expresamente solicitados por las Administraciones de los Países miembros o sus Delegaciones en los Congresos, Conferencias y Reuniones;
- b) publicar y distribuir una recopilación oficial de todas las informaciones relativas a la ejecución de las Actas de la Unión.

## **ARTICULO 102**

### **Atribuciones del Director**

El Director de la Oficina Internacional tendrá, además de las atribuciones que en forma expresa le señalan las Actas de la Unión, las siguientes:

- a) nombrar y destituir al Personal de la Oficina Internacional de conformidad con el Reglamento de dicha Oficina;
- b) concurrir con el personal de la Oficina a su cargo, que considere necesario, a los Congresos, Conferencias y Reuniones de la Unión, pudiendo tomar parte en las deliberaciones sin derecho a voto;
- c) concurrir en calidad de observador y acompañado de un funcionario de la Oficina Internacional de su libre elección, a los Congresos de la Unión Postal Universal;
- d) concurrir, en calidad de observador, a las reuniones del Consejo Ejecutivo y de la Comisión Consultiva de Estudios Postales de la Unión Postal Universal, así como a los Congresos de las demás Uniones restringidas que formulen invitación. Esta facultad podrá ser delegada por el Director en otro funcionario de la Oficina Internacional o en el representante de algún País miembro de la Unión;
- e) concurrir a las reuniones del "Comité de Líneas Aéreas de la Unión Postal de las Américas y España" para plantear los temas que las Administraciones Postales hayan formulado a fin de obtener el mejoramiento de los servicios aeropostales. Del resultado y conclusiones, el Director informará ampliamente a todos los Países miembros de la Unión.

## **ARTICULO 103**

### **Documentos, informes y sellos postales que se remitirán a la Oficina Internacional de la Unión**

1. Las Administraciones de los Países miembros deberán

enviar regular y oportunamente, a la Oficina Internacional de la Unión:

- a) todos los informes que solicite la Oficina para las publicaciones, memorias y demás asuntos de su competencia, en forma tal que permitan la ejecución de su cometido en el más breve plazo;
- b) las leyes y reglamentos postales y sus modificaciones sucesivas;
- c) la Guía Postal cada vez que se edite;
- d) el texto en su propio idioma, de las proposiciones que sometan a la consideración de los Congresos Postales Universales;
- e) tres ejemplares de los sellos postales que emitan de acuerdo con lo dispuesto en el artículo 46, párrafo 1, del Convenio.

2. La información que se remita en cumplimiento del párrafo 1 precedente en su caso, deberá mantenerse actualizada y a tal fin las Administraciones comunicarán sin demora toda modificación que introduzcan.

3. Las Administraciones de los Países miembros, asimismo, informarán a la Oficina Internacional de la Unión, con 3 meses de anticipación a la fecha de la celebración de cada Congreso, de las gestiones realizadas con el fin de hacer efectivos en sus respectivos Países los votos y recomendaciones del último Congreso.

4. En relación con el servicio aéreo, las Administraciones de los Países miembros deberán enviar regular y oportunamente todos los datos e informaciones que, refiriéndose a dicho servicio, interesen a las demás Administraciones y especialmente:

- a) las sobretasas y tasas aéreas combinadas que hayan fijado de acuerdo con la equivalencia de su moneda respecto al franco oro y las unidades de peso que hubieren adoptado;
- b) las líneas aéreas que dependan directa o indirectamen-

- te de su Administración y que puedan utilizarse para el transporte de envíos postales;
- c) los contratos que hayan celebrado para el transporte de la correspondencia aérea;
  - d) las escalas que establezcan dentro de su territorio, así como las oficinas habilitadas para el tráfico de despachos cerrados;
  - e) una nómina por orden alfabético de las provincias, departamentos o localidades importantes de su País que permita la correcta formación de los despachos.

5. Toda modificación ulterior de los informes a que se refiere el párrafo 4, deberá notificarse sin demora.

#### **ARTICULO 104**

##### **Distribución de las publicaciones**

1. La Oficina Internacional distribuirá gratuitamente, entre los Países miembros, todas las publicaciones que edite, observando las siguientes proporciones:

- a) de las Actas definitivas de los Congresos de la Unión, 3 ejemplares por cada unidad de contribución;
- b) de las Actas definitivas de los Congresos de la Unión Postal Universal y de los estudios de la Comisión Consultiva de Estudios Postales (CCEP) 2 ejemplares por unidad de contribución; y
- c) de los demás documentos, un ejemplar por unidad de contribución.

2. Las Administraciones que deseen un número menor de publicaciones, lo notificarán a la Oficina Internacional.

3. Los ejemplares adicionales de las publicaciones efectuadas por la Oficina Internacional serán suministrados, a quienes lo requieran, a precio de costo.

4. A la Oficina Internacional de la Unión Postal Universal se enviarán 5 ejemplares de las publicaciones de que tratan

los incisos a) y b), y 2 ejemplares de las demás publicaciones que el Director de la Oficina Internacional juzgue convenientes.

5. A las Oficinas centrales de las Uniones restringidas se enviarán 2 ejemplares de las publicaciones mencionadas en el inciso a).

## **ARTICULO 105**

### **Plazos para la distribución de las publicaciones**

La Oficina Internacional hará la distribución de las publicaciones en los siguientes plazos:

- a) las Actas definitivas del Congreso de la Unión tres meses antes de entrar en vigencia;
- b) las Actas definitivas del Congreso de la Unión Postal Universal, tres meses después de recibidas de la Oficina Internacional de Berna;
- c) los demás documentos y publicaciones, en el menor tiempo posible, observando prelación los asuntos urgentes.

## **ARTICULO 106**

### **Funcionamiento de la Oficina Internacional de la Unión**

La Oficina Internacional de la Unión funcionará de acuerdo con su Reglamento, cuyo texto figura en anexo y forma parte integrante de las presentes disposiciones.

## **ARTICULO 107**

### **Jubilaciones y pensiones del personal de la Oficina Internacional de la Unión**

Las jubilaciones y pensiones del personal de la Oficina serán pagadas del fondo propio que para tal objeto tiene des-

tinado la misma. En el caso de que dicho fondo fuese insuficiente, serán pagadas conforme a los párrafos 3 y 4 del artículo 24 del Convenio.

## CAPITULO II

### OFICINA DE TRANSBORDOS

#### ARTICULO 108

##### **Nombromiento y remoción de los funcionarios**

1. El Director de la Oficina de Transbordos será nombrado por el Gobierno de la República de Panamá, previa consulta a las Administraciones de los Países miembros usuarios y entre los candidatos que éstas propongan.

2. Los demás empleados de la Oficina serán nombrados por la Dirección de Correos y Telecomunicaciones de Panamá, a propuesta del Director de la Oficina.

3. El personal indicado tendrá carácter inamovible, conforme a las disposiciones que al respecto establece el Reglamento de la Oficina.

#### ARTICULO 109

##### **Jubilaciones y pensiones**

El personal de la Oficina tendrá los mismos derechos y obligaciones que las leyes de la República de Panamá dispongan o hayan dispuesto sobre jubilaciones y pensiones y sean aplicables a los empleados de la Dirección de Correos y Telecomunicaciones.

#### ARTICULO 110

##### **Funcionamiento de la Oficina**

La Oficina de Transbordos funcionará de acuerdo con su

Reglamento, cuyo texto figura en anexo y forma parte integrante de las presentes disposiciones, el cual será revisado por las Administraciones de los Países miembros usuarios, incluyendo a la Administración postal de Panamá y al Director de la Oficina Internacional de la Unión.

### **CAPITULO III**

#### **GASTOS DE LA UNION**

##### **ARTICULO 111**

###### **Gastos de la Oficina Internacional de la Unión**

1. Los gastos ordinarios y extraordinarios no podrán exceder de la cantidad que se apruebe para el presupuesto presentado por la Oficina Internacional de la Unión, en la forma prevista por el artículo 24, párrafo 6, del Convenio, incluyéndose en dicha cantidad los aportes para la constitución de un fondo para jubilación del personal de la misma.

2. Los gastos ocasionados por el servicio de traducción y publicaciones al español serán sufragados por los Países de habla española.

##### **ARTICULO 112**

###### **Distribución de los gastos**

1. A los efectos de la distribución de los gastos, los Países quedarán repartidos de la manera siguiente:

- 1er. grupo: Argentina, Canadá, España, Estados Unidos de América, Estados Unidos del Brasil y Uruguay;
- 2do. grupo: Colombia, Costa Rica, Cuba, Chile, México, Panamá, Perú y República de Venezuela;
- 3er. grupo: Bolivia, Ecuador, El Salvador, Guatemala, Haití, Nicaragua, Paraguay, República Dominicana y República de Honduras.

2. Los gastos de sostenimiento de la Oficina de Transbordos, incluídos los aportes destinados a la formación de un fondo jubilatorio para el personal de la misma, se repartirán de acuerdo a lo dispuesto por el artículo 24, párrafo 7 del Convenio.

## **ARTICULO 113**

### **Fiscalizaciones y anticipos**

1. La Dirección General de Correos de la República Oriental del Uruguay fiscalizará los gastos de la Oficina Internacional de la Unión y el Gobierno de dicho País le hará los anticipos que ésta necesite.

2. Lo mismo hará la Dirección de Correos y Telecomunicaciones de Panamá con respecto a la Oficina de Transbordos.

## **ARTICULO 114**

### **Formulación de cuentas**

1. La Oficina Internacional de la Unión formulará anualmente la cuenta de los gastos de la Unión, que deberá ser verificada por la autoridad de alta inspección.

2. La cuenta de los gastos de la Oficina de Transbordos será formulada y enviada, trimestralmente, por esta Oficina a las Administraciones usuarias.

## **ARTICULO 115**

### **Pago de los anticipos**

1. Las cantidades que no obstante lo dispuesto en el artículo 24 del Convenio, fueren abonadas con fondos de la Unión, o que fuere necesario adelantar por el Gobierno de la República Oriental del Uruguay y por la Administración Postal de Panamá en concepto de anticipos, se abonarán por las Administraciones postales deudoras tan pronto como sea posible, y, a más tardar

antes de seis meses a partir de la fecha en que el País interesado reciba la cuenta.

2. Después de esa fecha, las cantidades adeudadas devengarán interés a razón del cinco por ciento al año, a contar del día de expiración de dicho plazo.

3. Los Países miembros se comprometen a incluir en sus presupuestos una cantidad anual destinada a atender puntualmente el pago de las cuotas que les corresponda sufragar.

## CAPITULO IV

### ARREGLO DE CUENTAS

#### ARTICULO 116

##### **Compensación de cuentas y liquidación de saldos**

1. Sin perjuicio de las formas establecidas en la legislación postal universal, las Administraciones postales podrán cancelar por vía de compensación los saldos deudores y acreedores relativos a los distintos servicios, inclusive el de telecomunicaciones cuando éste dependa directa o indirectamente de ellas. Si así no fuere, para este último servicio deberá requerirse la previa conformidad de la Administración postal interesada.

2. En la oportunidad de disponerse un pago en cuales quiera de las formas establecidas, las Administraciones quedan obligadas a dar aviso de la cancelación que efectúan, suministrando la acreedora los informes relativos a la misma, debiendo esta última acusar recibo, y en el caso de compensación de saldos, la debida conformidad, dentro del más breve plazo posible.

3. Todas las cuentas formuladas entre las Administraciones podrán ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses de la fecha en que el País interesado reciba el balance.

**CAPITULO V**  
**DISPOSICIONES DIVERSAS**  
**ARTICULO 117**

**Tarifas internas y equivalencias**

1. Las Administraciones fijarán las equivalencias en francos oro de sus tarifas internas o de las tarifas establecidas para el régimen américoespañol. Fijarán asimismo el coeficiente de conversión del franco oro en la moneda de su País.

2. Las equivalencias o sus cambios no entrarán en vigor sino un día primero de mes y lo más pronto, quince días después de su notificación por la Oficina Internacional de la Unión, a la cual deberán las Administraciones interesadas efectuar las comunicaciones respectivas.

**ARTICULO 118**

**Plazo de conservación de los documentos**

1. Los documentos de servicio internacional deberán conservarse durante el plazo mínimo de dieciocho meses, a contar del día siguiente a la fecha de tales documentos.

2. Los documentos relativos a un litigio o a una reclamación se conservarán hasta la liquidación del asunto. Si la Administración reclamante, debidamente informada del resultado de la investigación, deja pasar seis meses a partir de la fecha de la comunicación, sin formular objeciones, el asunto se considera terminado.

**ARTICULO 119**

**Direcciones telegráficas**

1. Las direcciones telegráficas para las comunicaciones de las Administraciones entre sí, serán las señaladas en el Re-

glamento de Ejecución del Convenio de la Unión Postal Universal.

2. La dirección telegráfica de la Oficina Internacional de la Unión es: "Upae" — Montevideo.

3. La dirección telegráfica de la Oficina de Transbordos es: "Otrans" — Panamá.

## SEGUNDA PARTE

### DISPOSICIONES RELATIVAS A LOS OBJETOS DE CORRESPONDENCIA

#### CAPITULO I

##### CONDICIONES DE ACEPTACION

###### ARTICULO 120

###### **Envíos sujetos a intervención aduanera**

1. Es obligatorio adherir, en el anverso de las piezas de correspondencia cerradas sujetas a control aduanero, una etiqueta verde, conforme al modelo C1, establecido en la legislación postal universal.

2. Para los envíos abiertos, excepto los pequeños paquetes, no es obligatorio el uso de la etiqueta C1, sin que por ello queden exentos de la intervención de la aduana del País de destino.

3. Es facultativo para todos los envíos el empleo de la declaración de aduana C2, conforme al modelo establecido en la legislación postal universal.

###### ARTICULO 121

###### **Correspondencia diplomática y consular**

La correspondencia diplomática y consular deberá llevar

las siguientes indicaciones: el nombre de la Embajada, Legación o Consulado remitente y la inscripción muy ostensible de "Correspondencia diplomática" o "Correspondencia consular", además de la declaración "Libre de porte", que constará debajo de aquella inscripción. Estos envíos serán autenticados con el sello de la Embajada, Legación o Consulado.

## **ARTICULO 122**

### **Valijas diplomáticas**

1. Las valijas diplomáticas no podrán pesar más de 20 kilogramos, ni exceder de los siguientes límites de dimensiones: largo, ancho y alto, sumados, 140 centímetros, sin que la dimensión mayor exceda de 60 centímetros.
2. Las valijas diplomáticas estarán provistas de cerraduras, candados u otros medios de seguridad apropiados.
3. Estas valijas serán depositadas en la Oficina de Correos, en carácter de certificadas.
4. Las valijas diplomáticas serán preferentemente de color verde oscuro, para facilitar su correcto y rápido manejo.

## **CAPITULO II**

### **INTERCAMBIO DE CORRESPONDENCIA**

## **ARTICULO 123**

### **Intercambio de despachos**

1. Las Administraciones de los Países miembros podrán expedirse recíprocamente, por mediación de una o varias de ellas, tanto despachos cerrados como correspondencia al descubierto, en las condiciones fijadas en la legislación postal universal.

2. Las etiquetas de los sacos ostentarán siempre la mención del número del despacho a que pertenezcan. Cuando éste se componga de varios sacos, se hará constar en la etiqueta del saco que contenga la hoja de aviso, aún cuando ella sea negativa, la letra "F", en forma bien visible. Esa misma etiqueta deberá llevar el número del despacho y el total de los sacos que lo compongan.

## ARTICULO 124

### **Transmisión de valijas diplomáticas**

1. Las valijas diplomáticas serán cursadas por las mismas vías que utilice la Administración expedidora para el envío de su correspondencia a la Administración de destino.

2. La Oficina de Cambio expedidora anotará en la columna "Observaciones" de la lista especial de certificados las palabras "Valija diplomática" y el número de éstas, si fueren varias.

3. Dicho envío será anunciado por medio de una nota consignada en la hoja de aviso del despacho que lo contenga.

## ARTICULO 125

### **Sacos vacíos**

Los sacos utilizados por las Administraciones para el envío de la correspondencia se devolverán vacíos, por las oficinas de cambio destinatarias a las de origen, en la forma prevista por la legislación postal universal. Sin embargo, las Administraciones podrán ponerse de acuerdo con el fin de utilizarlos para el envío de su propia correspondencia.

## CAPITULO III

### **TRANSITO**

## ARTICULO 126

### **Estadística de derechos de tránsito**

Los despachos que se intercambien con arreglo a las pres-

cripciones del artículo 49 del Convenio no serán incluidos en operaciones de estadística, por Países intermediarios, excepto por medio de acuerdo entre los Países interesados. Las Administraciones de origen se ajustarán a las disposiciones de la legislación postal universal cuando los despachos estén dirigidos a Países extraños a la Unión, o, aún cuando su destino sea un País miembro, si los despachos han de circular en tránsito por servicios terceros ajenos a la Unión.

## **ARTICULO 127**

### **Cuentas por gastos de tránsito**

1. Cuando las Administraciones intermediarias deban percibir de los de origen los gastos de tránsito de la correspondencia, formularán las cuentas respectivas sin rebasar en ningún caso los derechos que fija el Convenio de la Unión Postal Universal y con arreglo a las normas establecidas en su Reglamento de Ejecución.
2. En todos los casos deberá indicarse número y fecha de expedición de origen del despacho y vía de recepción.

## **TERCERA PARTE**

### **DISPOSICIONES FINALES**

## **ARTICULO 128**

### **Vigencia y duración del Reglamento**

El presente Reglamento empezará a regir en la misma fecha que el Convenio y tendrá igual duración que éste.

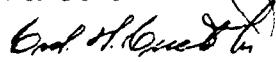
En la ciudad de México, capital de los Estados Unidos Mexicanos, a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

Por ARGENTINA:



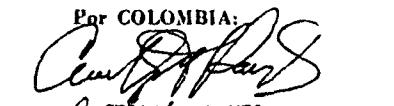
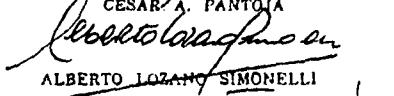
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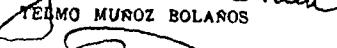
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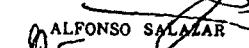


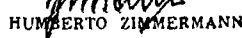
Cnel. HECTOR CUETO MACHICAO

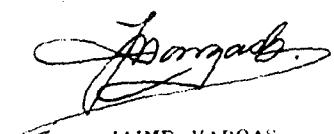
Por COLOMBIA:

  
CESARIO A. PANTOJA  
  
ALBERTO LOZANO SIMONELLI

  
TEIMO MUÑOZ BOLAÑOS

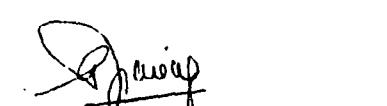
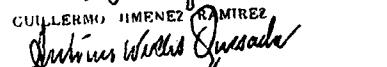
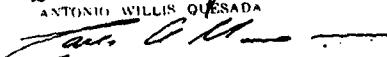
  
ALFONSO SALAZAR

  
HUMBERTO ZIMMERMANN



JAIME VARGAS

Por COSTA RICA

  
GUILLERMO JIMENEZ RAMIREZ  
  
ANTONIO WILLIS QUESADA  
  
CARLOS A. MORENO

Por CANADA:



WILLIAM WILSON

Por CUBA:



PABLO SILVA HORTA



FERDINAND PAGEAU



READ GOSELLIN



FRANCISCO MARTY VALDES

Por CHILE:

JOSE R M PIZARRO O'RYAN

HECTOR H QUIROGA VALDIVIESO

Por ECUADOR:

ERNESTO VALDIVIESO CHIRIBOGA

Por el SALVADOR:

ANASTASIO ANTONIO ANDRADE

Por ESPAÑA:

GABRIEL MARTINEZ DE MATA

ANIBAL MARTIN GARCIA

JOSE VILANOVA

Por ESTADOS UNIDOS DE AMERICA:

RALPH W NICHOLSON

GREEVER ALLAN

ARMAND J. RIOUX

Por ESTADOS UNIDOS DEL BRASIL:

GENARO BARBATO

PAULO DE PAULA E SILVA SALDANHA

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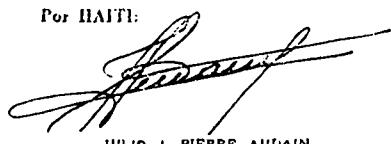
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FERNANDO MACRO SOTO

Por GUATEMALA:

PEDRO FAUSTO REYNA ALONSO

Por HAITI:



JULIO J. PIERRE AUDAIN

Por PERU:



HILDEBRANDO MERINO MACHUCA

Por NICARAGUA:

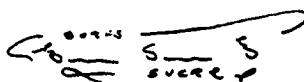


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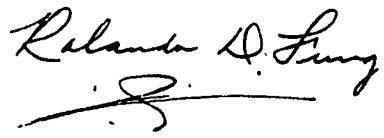


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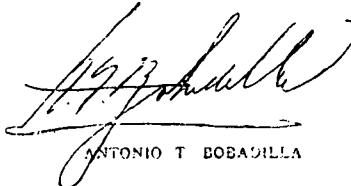


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Por REPUBLICA DOMINICANA:

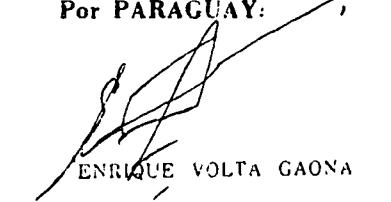


ROLANDO DOMINGO FUNG



ANTONIO T. BOBADILLA

Por PARAGUAY:



ENRIQUE VOLTA GAONA



CLEMENTE A. CRUZ LOPEZ

Por REPUBLICA DE HONDURAS:



CARLOS P. ARZA OTAZU



RAMON YNESTROZA MONCADA

18 UST] Multi.—Postal Union: Americas and Spain—July 16, 1966 2629

Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*

CARLOS HARTMANN

*Manuel Guerra Gago*

MANUEL GUERRA GAGO

Por URUGUAY:

*Maria E. Rocha de Barthaburu*

MARIA E. ROCHA DE BARTHABURU

*Miguel Ángel Alvarez Eastman*

MIGUEL ANGEL ALVAREZ EASTMAN

*Aníbal Abadie Aicardi*

ANIBAL ABADIE AICARDI

*Alfredo Giro Pintos*

ALFREDO GIRO PINTOS

Having examined and considered the provisions of the foregoing Convention, the Final Protocol thereto and the Regulations of Execution of that Convention, signed in Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

In witness whereof, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 24<sup>th</sup> day of February 1967.

LAWRENCE F O'BRIEN

*Postmaster General*

I hereby approve the foregoing Convention, the Final Protocol thereto, and the Regulations of Execution of that Convention.

IN WITNESS WHEREOF, I have caused the Seal of the United States to be hereto affixed.

LYNDON B. JOHNSON

[SEAL]

By the President:

DEAN RUSK

*Secretary of State*

*Washington, August 9, 1967*

## MULTILATERAL

### Money Orders: Postal Union of the Americas and Spain

*Agreement and Final Protocol signed at México July 16, 1966; [<sup>1</sup>]  
Ratified and approved by the Postmaster General of the United  
States of America February 24, 1967;  
Approved by the President of the United States of America August 9,  
1967;  
Entered into force March 1, 1967.*

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*Translation prepared by the Post Office Department*

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<sup>1</sup> Texts as certified by the Secretary General of the Ninth Congress of the Postal Union of the Americas and Spain, México.

<sup>2</sup> Not printed herein.

**AGREEMENT RELATIVE TO MONEY ORDERS**

The undersigned Plenipotentiaries of the Governments of the contracting countries, assembled in Congress in Mexico City, capital of the United Mexican States, by virtue of the provisions of Article 10 of the Convention of the Postal Union of the Americas and Spain signed in Buenos Aires on the fourteenth day of October, 1960, [<sup>1</sup>] have determined to conclude the following Agreement, subject to ratification:

**ARTICLE 1****PURPOSE OF THE AGREEMENT**

The exchange of money orders between the contracting countries whose Administrations agree to perform this service shall be governed by the provisions of the present Agreement.

**ARTICLE 2****CURRENCY**

The amount of the money orders shall be expressed in the currency of the country of destination. However, the Administrations are empowered to adopt another currency by mutual agreement, whenever it may thus suit their interests.

**ARTICLE 3****CONDITIONS FOR THE EXCHANGE OF MONEY ORDERS**

1. The exchange of money orders in the contracting countries shall be effected by means of lists conforming to form GP 1 hereto appended, [<sup>2</sup>] which shall be forwarded to their destination, preferably by air mail, to the account of the issuing Administration.

2. The central offices for the exchange of money orders referred to in Section 1 of this Article shall forward all their correspondence under conditions identical to those stipulated in this same Section 1.

3. Each Administration shall designate the offices of its country which are to prepare the said lists and send them to the offices which the other Administrations may designate for the same purpose.

4. The Administrations may likewise agree to effect the service by the "card" system—that is, by the transmission of certificates.

<sup>1</sup> TIAS 4871; 12 UST 1518.

<sup>2</sup> Not printed herein.

5. In cases of *force majeure*, which render impossible the direct exchange of money orders, the issuing country, even without a request from the remitter or the payee, may transmit them, after agreement between the Administrations concerned and subject to the aforementioned rules, to a different country, in order that the latter, in its turn, may forward them to destination by the route which makes their delivery feasible.

#### ARTICLE 4

##### TELEGRAPHIC MONEY ORDERS

The provisions of this Agreement shall apply to the service of telegraphic money orders between those countries which agree to furnish it. For such purpose they shall establish, after agreement among themselves, the conditions regulating that service.

#### ARTICLE 5

##### MAXIMUM AMOUNTS OF MONEY ORDERS

1. The Administrations of the contracting countries agreeing to provide this service shall come to agreement to establish the maximum amount of the money orders exchanged with one another.

2. However, money orders relative to the postal service, issued free of charge by application of the provisions of Article 9, may exceed the maximum established by each Administration.

#### ARTICLE 6

##### CHARGES

1. The remitter of any money order issued in accordance with the provisions of the present Agreement must pay the charges established by the Administration of origin in accordance with its regulations and the scale adopted and promulgated for its domestic service.

2. When money orders are sent by special delivery, the Administrations may collect the special fee established, which shall not exceed the one prevailing for correspondence.

#### ARTICLE 7

##### ENDORSEMENTS

The Administrations of the contracting countries are authorized to permit the endorsement of money orders from any country whatsoever on their territory, in accordance with their domestic legislation.

**ARTICLE 8****RESPONSIBILITY**

The Administrations shall be responsible to the remitters for the amounts deposited by the latter for conversion into money orders up to the time of payment to the payees or endorsees.

**ARTICLE 9****EXEMPTION FROM CHARGES**

Money orders relative to the service, exchanged between Administrations or between post offices of any Administration, as well as those sent to the International Office of Montevideo or to the Transfer Office of Panama and vice versa, shall be exempt from any charge.

**ARTICLE 10****PERIOD OF VALIDITY OF MONEY ORDERS**

1. Unless otherwise agreed upon, every money order shall be payable in the country of destination within the period of six months following the month of its issue.
2. The amount of the money orders which have not been paid within the said period shall be credited to the Administration of origin, to which a form GP 4 shall be sent for this purpose, with a detailed description of such money orders, in order that it may proceed in accordance with its regulations.

**ARTICLE 11****CHANGE OF ADDRESS AND REPAYMENT OF MONEY ORDERS**

1. When the remitter wishes to correct an error in the address of the payee or to request the return of the amount of the money order, he shall apply to the Administration of the country which issued it.
2. In general, a money order shall not be repaid without authorization from the Administration of the paying country. Such authorization shall be given by means of a separate communication addressed to the Administration of origin, and the total amount of the money orders whose repayment is authorized shall be credited in the next account to be made up.

**ARTICLE 12****NOTICE OF PAYMENT**

1. The remitter of a money order may obtain a notice of payment for a fee equivalent to that collected by the Administration of origin for the return receipt of a registered letter. This fee shall belong to the Administration of origin.

2. The Administration of destination shall issue the notice of payment on a printed form conforming to form GP 6, and shall send it directly to the interested party or to the Administration of origin for delivery to that party.

**ARTICLE 13**  
**FORWARDING**

1. At the request of the remitter or payee of money orders, the latter may be forwarded to another country, provided that an exchange of money orders exists with the new country of destination. In such case, the forwarding Administration shall not collect any fee.

2. In case of forwarding, the money order shall be considered as though it had been paid by the forwarding Administration, which shall include it in the account for that purpose, adding the word "Reexpedición" (Forwarding).

**ARTICLE 14**  
**DOMESTIC LEGISLATION**

Money orders exchanged between two Administrations are subject, insofar as their issue and payment is concerned, to the provisions applicable to domestic money orders in force in the Administrations of origin and destination.

**ARTICLE 15**  
**PREPARATION OF LISTS**

1. Each exchange office shall make known to the corresponding exchange office, on the dates on which money orders are issued, the amounts received in its country for the purpose of being paid in the other one, making use of the form GP 1 hereto appended.<sup>[1]</sup>

2. Every money order entered in the lists shall bear a consecutive number, to be known as "international number", beginning with the number 1 on the first of January or the first of July of each year, whichever is agreed upon. When, at the end of the year or half year, a change in numbering occurs, the first list must show, in addition to the number of the series, the last international number of the preceding series.

3. The exchange offices shall acknowledge to one another the receipt of each list by means of the first following list sent in the opposite direction.

4. Any missing list shall be reported immediately by the exchange office verifying the shortage. In such case, the remitting exchange office shall send to the complaining office, as soon as possible, a duplicate of the requested list, duly authenticated.

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<sup>1</sup> Not printed herein.

**ARTICLE 16****VERIFICATION AND CORRECTION OF THE LISTS**

1. The lists shall be examined carefully by the exchange office of destination and corrected when they contain simple errors. The remitting exchange office shall be informed of these corrections upon acknowledging to it receipt of the list in which such corrections were made.

2. When such errors are of importance, the exchange office of destination shall ask for explanations from the remitting office, which shall furnish them as soon as possible. In the meantime, the issuance of domestic money orders corresponding to the money orders concerning which an explanation was requested shall be suspended. These matters shall be handled, when possible, by air mail.

**ARTICLE 17****PAYMENT OF MONEY ORDERS**

1. When a list of money orders, as prescribed in Article 15, is received at an exchange office, that office shall proceed to effect or order payment to the payees, in the currency of the country of destination, of the amounts which appear in the list, either in the said currency or in any other agreed upon, in accordance with the regulations in force in each country for the payment of international money orders.

2. The Administration of destination shall endeavor in all cases to effect payment to the payees without delay. If, one month after the notice was sent to the payee, payment has not been made, that fact shall be made known to the Administration of origin, in order that it may advise the remitter thereof.

3. Duplicates of money orders shall be issued only by the Administration of the issuing country, in accordance with its domestic legislation, and after it has been proved that the money order was neither paid to the payee nor repaid to the remitter.

**ARTICLE 18****RENDERING AND SETTLEMENT OF ACCOUNTS**

1. Unless otherwise agreed upon, the creditor Administration shall prepare, at the end of each quarter, the respective account for the corresponding Administration, in which shall appear:

- a) The totals of the lists containing the detailed particulars of the money orders issued in both countries during the quarter;
- b) The totals of the money orders which were repaid to the remitters;
- c) The totals of the money orders which became invalid during the quarter.

2. The credit of each Administration shall be expressed in the currency of its country.

3. The smaller amount shall be converted into the currency of the creditor country on the basis of the average rate of exchange which prevailed during the quarter covered by the account.

4. This account, made up in duplicate, shall be sent by the Administration which prepared it to the corresponding Administration. If the balance should result in favor of the latter Administration, it shall be paid by attaching to the account a sight draft or check to the order of the creditor Postal Administration. If the balance should result in favor of the Administration which rendered the account, payment shall be made by the debtor Administration in the manner indicated in the preceding Section when the account is returned accepted. For the preparation of this quarterly account, forms GP 2, GP 3, GP 4, and GP 5, [¹] appended to the present Agreement, shall be used.

5. Administrations may also come to agreement not to make conversions but to make unilateral settlements; that is, for each Administration to credit the other with the total amount of the money orders paid for its account. In such case, each Administration will have to prepare a quarterly account.

#### ARTICLE 19

##### DISCONTINUANCE OF MONEY ORDER ACCOUNTS

1. The Administrations may, by prior agreement, discontinue the rendering of accounts referred to in the preceding Article. In this case, they must bind themselves to attach to each list of money orders, form GP 1, a sight draft or check, for the total amount of same, following the same procedure when the use of forms GP 3 and GP 4 is indicated.

2. The checks or sight drafts, unless otherwise agreed upon, shall be drawn in the currency of the creditor country.

#### ARTICLE 20

##### ADVANCE PAYMENTS ON ACCOUNT

1. When one Administration owes another, on account of money orders, a balance exceeding 30,000 gold francs or the approximate equivalent thereof in its own currency, the debtor Administration must send to the creditor Administration as soon as possible, as advance payment on account, a sum approximating the balance of the quarterly settlement referred to in Article 18.

2. If the amount paid in advance should exceed the balance of the final settlement for the period, the difference shall be transferred to the following period, it being understood that, in case of suspension

<sup>1</sup> Not printed herein.

of the service, any possible surplus shall be reimbursed immediately in the same currency as received.

#### ARTICLE 21

##### EXCHANGE BY THE CARD SYSTEM

The Administrations which agree to effect the exchange by the system referred to in Section 4 of Article 3, shall do so on the basis of the pertinent provisions of the Agreement of the Universal Postal Union, while observing the distinctive features of the present Agreement.

#### ARTICLE 22

##### SUSPENSION OF THE SERVICE

1. The Administrations of the contracting countries may, when they deem it advisable, temporarily suspend the issue of money orders. They are likewise empowered to adopt all such measures as they may deem opportune to safeguard their interests and avoid the possibility of speculation in exchange.

2. The Administration which adopts any of the measures referred to in the preceding Section must notify at once the Administrations with which it exchanges money orders thereof.

#### ARTICLE 23

##### PROPOSITIONS DURING THE INTERVAL BETWEEN CONGRESSES

The present agreement may be modified in the interval between Congresses, following the procedure established in the Convention of the Universal Postal Union. In order to become effective, the modifications must obtain:

- a) A unanimity of votes, if it is a question of introducing new provisions or modifying Articles 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23, and 24.
- b) Two-thirds of the votes for the modification of the other Articles.

#### ARTICLE 24

##### EFFECTIVE DATE AND DURATION OF THE AGREEMENT

1. The present Agreement shall become effective on March 1, 1967, and shall remain in force without time limit, each of the member countries reserving to itself the right to denounce it by means of a notice given by its Government to that of the Oriental Republic of Uruguay, which shall make it known to the other member countries.

2. The Agreement shall cease to govern with regard to the member country which denounced it upon completion of the period of one year counting from the date of receipt of the notification by the Government of the Oriental Republic of Uruguay.

3. In testimony whereof, the Plenipotentiaries of the Governments of the contracting countries sign the present Agreement in Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2651.]

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**FINAL PROTOCOL OF THE AGREEMENT RELATIVE  
TO MONEY ORDERS**

At the moment of signing the Agreement relative to Money Orders concluded by the Ninth Congress of the Postal Union of the Americas and Spain, the Plenipotentiaries who undersign agreed upon the following:

The United States of America formulates a reservation to the effect that it cannot accept the stipulations of the following Articles:

Article 5, Section 2, "Maximum Amounts of Money Orders"

Article 9, "Exemption from Charges"

Article 10, "Period of Validity of Money Orders"

Article 12, "Notice of Payment"

Article 13, "Forwarding"

Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2656.]

**ACUERDO RELATIVO A GIROS POSTALES****INDICE DE MATERIAS****PREAMBULO**

Art.	Art.
1 Objeto del Acuerdo.	15 Formación de las listas.
2 Moneda.	16 Comprobación y rectificación de las listas.
3 Condiciones para el cambio de los giros.	17 Pago de los giros.
4 Giros telegráficos.	18 Rendición y liquidación de cuentas.
5 Límites máximos de emisión.	19 Supresión de cuentas por intercambio de giros.
6 Tasas.	20 Anticipos a buena cuenta.
7 Endosos.	21 Intercambio por el sistema de tarjeta.
8 Responsabilidad.	22 Suspensión del servicio.
9 Franquicias de tasas.	23 Proposiciones durante el intervalo de los Congresos.
10 Plazo de validez de los giros.	24 Vigencia y duración del Acuerdo.
11 Cambio de dirección y reintegro de giros.	
12 Aviso de pago.	
13 Reexpedición.	
14 Legislación interior.	

**PROTOCOLO FINAL DEL ACUERDO****FORMULAS [<sup>1</sup>]**

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<sup>1</sup> Not printed herein.

## ACUERDO RELATIVO A GIROS POSTALES

Los abajo firmantes Plenipotenciarios de los Gobiernos de los Países contratantes reunidos en Congreso, en la ciudad de México, capital de los Estados Unidos Mexicanos, en virtud de lo dispuesto por el artículo 10 del Convenio de la Unión Postal de las Américas y España, firmado en Buenos Aires, el 14 de octubre de 1960, han determinado celebrar bajo reserva de ratificación, el Acuerdo siguiente:

### ARTICULO 1

#### Objeto del Acuerdo

El cambio de giros postales entre los Países contratantes, cuyas Administraciones convengan en realizar este servicio, se regirá por las disposiciones del presente Acuerdo.

### ARTICULO 2

#### Moneda

El importe de los giros se expresará en la moneda del País de destino. Sin embargo, las Administraciones quedan facultadas para adoptar de común acuerdo otra moneda, cuando así convenga a sus intereses.

### ARTICULO 3

#### Condiciones para el cambio de los giros

1. El cambio de giros postales entre los Países contratantes se llevará a cabo por medio de listas conforme al modelo GP1 anexo, que se encaminarán a su destino, preferentemente por la vía aérea, por cuenta de la Administración expedidora.

2. En idénticas condiciones a las señaladas en el párrafo 1 de este artículo, expedirán toda su correspondencia las

oficinas centrales para el cambio de giros a que se refiere el mismo párrafo.

3. Cada Administración designará las oficinas de su País que hayan de encargarse de formular dichas listas y enviarlas a aquellas otras oficinas que, para los mismos fines, designen las demás Administraciones.

4. Asimismo, las Administraciones podrán acordar la realización del servicio por el sistema de "tarjeta", esto es, de remisión de títulos.

5. En los casos de fuerza mayor que imposibiliten el intercambio directo de giros, el País expedidor, aún sin que medie petición del remitente o del destinatario, podrá dirigirlos, previo acuerdo entre las Administraciones interesadas y sujetos a las reglas precedentes, a otro País distinto para que éste, a su vez, los reexpida a su destino por la vía que haga factible su entrega.

## **ARTICULO 4**

### **Giros telegráficos**

Las disposiciones de este Acuerdo se harán extensivas al servicio de giros telegráficos entre aquellas Administraciones que convengan en prestarlo. A tal efecto, previo arreglo entre sí, fijarán las condiciones reglamentarias del propio servicio.

## **ARTICULO 5**

### **Límites máximos de emisión**

1. Las Administraciones de los Países contratantes que convengan en prestar este servicio se pondrán de acuerdo para fijar el límite máximo de los giros que cambien entre sí.

2. Sin embargo, los giros relativos al servicio de correos, emitidos con franquicia de parte en aplicación de las disposiciones del artículo 9, podrán exceder del máximo fijado por cada Administración.

**ARTICULO 6****Tasas**

1. El remitente de todo giro emitido conforme a las disposiciones del presente Acuerdo deberá abonar la tasa que fije la Administración de origen según su reglamentación y con la escala adoptada y promulgada para su servicio interno.

2. Cuando los giros se cursen por expreso, las Administraciones podrán percibir la tasa especial establecida que no excederá de la que rija para la correspondencia.

**ARTICULO 7****Endosos**

Las Administraciones de los Países contratantes quedan autorizadas para permitir en su territorio y de acuerdo con su legislación interior el endoso de los giros de cualquier País.

**ARTICULO 8****Responsabilidad**

Las Administraciones serán responsables, ante los remitentes, de las cantidades que éstos depositen para ser invertidas en giros postales hasta el momento en que sean pagados a los destinatarios o endosatarics.

**ARTICULO 9****Franquicias de tasas**

Estarán exentos de toda tasa los giros relativos al servicio, cambiados entre las Administraciones o entre las oficinas de correos dependientes de cada Administración, así como también los que remitan a la Oficina Internacional de Montevideo o a la de Transbordos de Panamá y viceversa.

**ARTICULO 10****Plazo de validez de los giros**

1. Salvo acuerdo en contrario, todo giro postal será pagadero en el País de destino, dentro de los seis meses siguientes al de su emisión.

2. El importe de los giros que no haya sido pagado dentro de dicho período, se acreditará a la Administración de origen, a la cual se enviará al efecto una fórmula GP 4 con el detalle de tales giros, para que proceda de acuerdo con su reglamento.

**ARTICULO 11****Cambio de dirección y reintegro de giros**

1. Cuando el remitente desee corregir un error en la dirección del destinatario o solicitar la devolución del importe del giro, hará la gestión ante la Administración del País que lo haya emitido.

2. Por lo general un giro postal no será reintegrado sin autorización de la Administración del País pagador. Dicha autorización se dará por medio de una comunicación independiente dirigida a la Administración de origen, y el monto total de los giros cuyo reintegro se autorice se acreditará en la próxima cuenta a formularse.

**ARTICULO 12****Aviso de pago**

1. El remitente de un giro podrá obtener un aviso de pago mediante una tasa equivalente a la percibida por la Administración de origen en concepto de aviso de recibo de la correspondencia certificada. Esta tasa pertenecerá a la Administración de origen.

2. La Administración de destino extenderá el aviso de pago en un impreso conforme al modelo GP 6 y lo remitirá al propio interesado directamente o a la Administración emisora para su entrega a aquél.

## **ARTICULO 13**

### **Reexpedición**

1. A petición del remitente o del destinatario de los giros, éstos podrán ser reexpididos a otro País distinto, siempre que exista intercambio de giros con el nuevo País de destino. En este caso, la Administración reexpedidora no percibirá derecho alguno.

2. En caso de reexpedición, el giro se considerará como si hubiese sido pagado por la Administración reexpedidora, la cual lo incluirá en la cuenta por tal concepto, añadiendo la palabra "Reexpedición".

## **ARTICULO 14**

### **Legislación interior**

Los giros postales que se cambien entre dos Administraciones están sujetos, en lo que concierne a su emisión y pago, a las disposiciones aplicables a los giros postales interiores, vigentes en las Administraciones de origen y destino.

## **ARTICULO 15**

### **Formación de las listas**

1. Cada Oficina de cambio comunicará a la de cambio correspondiente, en las fechas en que se deposite el giro, las cantidades recibidas en su País para ser pagadas en el otro, haciendo uso del modelo GP 1 anexo.

2. Todo giro postal anotado en las listas llevará un número progresivo que se denominará "número internacional", comenzando el primero de enero o el primero de julio de cada año, según se convenga, con el número 1. Cuando al término del año o semestre, se varíe la numeración, la primera lista deberá llevar, además del número de la serie, el último número internacional de la serie anterior.

3. Las oficinas de cambio se acusarán recibo de cada lista por medio de la primera lista siguiente, enviada en la dirección opuesta.

4. Cualquier lista que faltare será reclamada inmediatamente por la Oficina de cambio que comprobare la falta. La Oficina de cambio remitente, en tal caso, enviará lo antes posible a la reclamante un duplicado de la lista pedida debidamente formalizado.

## ARTICULO 16

### Comprobación y rectificación de las listas

1. Las listas serán revisadas cuidadosamente por la Oficina de cambio destinataria y corregidas cuando contengan simples errores. De estas correcciones será informada la Oficina de cambio remitente al acusársele recibo de la lista en que se hubieran efectuado.

2. Cuando tales errores sean de importancia, la Oficina de cambio destinataria solicitará aclaraciones a la remitente, que informará dentro del más breve plazo. Entre tanto, se suspenderá la emisión de los giros postales internos correspondientes a las libranzas cuya aclaración se hubiere solicitado. Estas cuestiones se tramitarán, de ser posible, utilizando la vía aérea.

## ARTICULO 17

### Pago de los giros

1. Al recibirse en una Oficina de cambio una lista de

giros con arreglo a lo dispuesto en el artículo 15, dicha Oficina procederá a efectuar u ordenar el pago a los destinatarios en la moneda del País de destino de las cantidades que, en dicha moneda o en otra convenida, figuren en la lista, de conformidad con los reglamentos vigentes en cada País para el pago de los giros internacionales.

2. La Administración de destino procurará en todos los casos realizar sin demora el pago a los beneficiarios. Si transcurrido un mes de remitido el aviso al beneficiario no se hubiera efectuado el pago, se comunicará el hecho a la Administración de origen para que lo ponga en conocimiento del remitente.

3. Los duplicados de giros postales se expedirán solamente por la Administración del País emisor, de conformidad con su legislación interna y previa comprobación de que el giro no ha sido ni pagado al destinatario ni reembolsado al expedidor.

## ARTICULO 18

### Rendición y liquidación de cuentas

1. Salvo acuerdo en contrario, al final de cada trimestre, la Administración acreedora formulará la cuenta respectiva para la Administración correspondiente, en que conste:

- a) los totales de las listas que contengan el detalle de los giros emitidos en ambos Países durante el trimestre;
- b) los totales de los giros que hubieren sido reintegrados a los remitentes;
- c) los totales de los giros que hubieren caducado durante el trimestre.

2. El haber de cada Administración se expresará en la moneda de su País.

3. El importe menor será convertido a la moneda del País acreedor con arreglo al cambio medio del trimestre a que se refiera la cuenta.

4. Esta cuenta, extendida en doble ejemplar, se enviará por la Administración que la haya formulado, a la Administración correspondiente. Si el saldo resultare a favor de esta Administración, se pagará uniendo a la cuenta una letra a la vista o un cheque a favor de la Administración postal acreedora. Si el saldo resultare a favor de la Administración que haya formulado la cuenta, el pago se llevará a cabo por la Administración deudora, en la forma indicada en el párrafo anterior, al devolverse aceptada la cuenta. Para la formación de esta cuenta trimestral se utilizarán los modelos GP 2, GP 3, GP 4 y GP 5, anexos al presente Acuerdo.

5. También podrán entenderse las Administraciones para no efectuar conversiones sino para realizar la liquidación unilateralmente; esto es, para abonar cada Administración a la otra el importe total de los giros pagados por su cuenta. En tal caso, cada Administración habrá de formular una cuenta trimestral.

## **ARTICULO 19**

### **Supresión de cuentas por intercambio de giros**

1. Las Administraciones podrán, previo acuerdo, suprimir la formación de las cuentas a que se refiere el artículo anterior. En este caso, deberán comprometerse a enviar adjunto a cada lista de giros modelos GP 1, una letra a la vista o un cheque por el importe total de los mismos, aplicándose igual procedimiento cuando esté indicado el uso de los modelos GP 3 y GP 4.

2. Los cheques, o las letras a la vista, salvo acuerdo en contrario, serán expedidos en la moneda del País acreedor.

## **ARTICULO 20**

### **Anticipos a buena cuenta**

1. Cuando resultare que una Administración deba a la otra, por cuenta de giros postales, un saldo que exceda de

30,000 francos oro o la equivalencia aproximada de esta cantidad en su propia moneda, la Administración deudora deberá enviar a la acreedora a la mayor brevedad posible y como anticipo a buena cuenta una cantidad aproximada al saldo de la liquidación trimestral a que se refiere el artículo 18.

2. Si la cantidad adelantada fuese superior al saldo de la liquidación definitiva al período, la diferencia será transferida al siguiente, quedando sobreentendido que, en caso de suspensión del servicio, el posible exceso será reintegrado inmediatamente en la misma moneda recibida.

## **ARTICULO 21**

### **Intercambio por el sistema de tarjeta**

Las Administraciones que convinieran en practicar el intercambio por el sistema a que se refiere el párrafo 4 del artículo 3, lo harán sobre la base de las pertinentes disposiciones del Acuerdo de la Unión Postal Universal, con observancia de las peculiaridades del presente.

## **ARTICULO 22**

### **Suspensión del servicio**

1. Las Administraciones de los Países contratantes podrán, cuando lo juzguen conveniente, suspender temporalmente la emisión de giros postales. Asimismo, quedan facultadas para adoptar todas aquellas disposiciones que estimen oportunas para salvaguardar sus intereses y evitar posibilidad de agio.

2. La Administración que adopte alguna de las medidas aludidas en el párrafo anterior, deberá comunicarlo con toda urgencia a las Administraciones con las que cambie giros postales.

**ARTICULO 23****Proposiciones durante el intervalo de los Congresos**

El presente Acuerdo podrá ser modificado en el intervalo que medie entre los Congresos, siguiendo el procedimiento establecido en el Convenio de la Unión Postal Universal. Para que tengan fuerza ejecutiva las modificaciones, deberán obtener.

- a) unanimidad de sufragios si se trata de introducir nuevas disposiciones o de modificar los artículos 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23 y 24;
- b) dos tercios de sufragios para modificar los demás artículos.

**ARTICULO 24****Vigencia y duración del Acuerdo**

1. El presente Acuerdo empezará a regir el día 1º. del mes de marzo del año mil novecientos sesenta y siete y quedará en vigencia sin limitación de tiempo, reservándose cada uno de los Países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demás Países miembros.

2. El Acuerdo dejará de regir con respecto al País miembro que lo haya denunciado al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno de la República Oriental del Uruguay.

3. En fe de lo resuelto, los Plenipotenciarios de los Gobiernos de los Países contratantes suscriben el presente Acuerdo en la ciudad de México, capital de los Estados Unidos Mexicanos, a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

Por ARGENTINA:

*Ismael Irineo Bruno*

ISMAEL IRINEO BRUNO

Por COLOMBIA:  
*Cesar A. Pantoja*  
CESAR A. PANTOJA  
*Alberto Lozano Simonielli*  
ALBERTO LOZANO SIMONELLI  
*Telesforo Muñoz Bolanos*  
TELESFORO MUÑOZ BOLAÑOS  
*Alfonso Salazar*  
ALFONSO SALAZAR  
*Humberto Zimmermann*  
HUMBERTO ZIMMERMANN

Por BOLIVIA:

*Hector Cueto Machicao*  
Cnel. HECTOR CUETO MACHICAO

*J. Vargas*  
JAIME VARGAS

Por COSTA RICA

*Guillermo Jimenez Ramirez*  
GUILHERMO JIMENEZ RAMIREZ  
*Antonio Willis Quesada*  
ANTONIO WILLIS QUESADA  
*Carlos A. Moreno*  
CARLOS A. MORENO

Por CUBA:

*Pablo Silva Horta*  
PABLO SILVA HORTA

*Francisco Marty Valdes*  
FRANCISCO MARTY VALDES

Por CHILE:

JOSE R M PIZARRO O'RYAN

HECTOR H QUIROGA VALDIVIESO

Por ECUADOR:

ERNESTO VALDIVIESO CHIRIBOGA

Por el SALVADOR:

ANASTASIO ANTONIO ANDRADE

Por ESPAÑA:

GABRIEL MARTINEZ DE MATA

ANIBAL MARTIN GARCIA

JOSE VILANOVA

Por ESTADOS UNIDOS DE AMERICA:

RALPH W NICHOLSON

GREEVER ALLAN

ARMAND J RIOUX

Por ESTADOS UNIDOS MEXICANOS:

FERNANDO MAGRO SOTO

Por GUATEMALA:

PEDRO FAUSTO REYNA ALONSO

Por HAITI:

JULIO J. PIERRE AUDAIN

Por NICARAGUA:

EDGAR ESCOBAR FORNOS

Por PANAMA:

BORIS SUCRE BENJAMIN

Por PERU:

HILDEBRANDO MERINO MACHUCA

ERNESTO CACERES BOLUARTE

JORGE GALVEZ

Por REPUBLICA DOMINICANA:

ANTONIO T. BOBADILLA

ROLANDO DOMINGO FUNG

Por PARAGUAY:

ENRIQUE VOLTA CAONA

CLEMENTE A. CRUZ LOPEZ

Por REPUBLICA DE HONDURAS:

CARLOS P. ARZA OTAZU

RAMON YNESTROZA MONCADA

Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*  
CARLOS HARTMANN

*Manuel Guerra Gago*  
MANUEL GUERRA GAGO

Por URUGUAY:

*Maria E. Rocha de Bartiaburu*  
MARIA E. ROCHA DE BARTIABURU

*Miguel Alvarez Eastman*  
MIGUEL ANGEL ALVAREZ EASTMAN

*Anibal Abadie Alcaldi*  
ANIBAL ABADIE ALCARDI

*Amparajos*  
ALFREDO GIRO PINTOS

**PROTOCOLO FINAL DEL ACUERDO RELATIVO****A GIROS POSTALES**

En el momento de firmar el Acuerdo relativo a Giros Postales celebrado por el IX Congreso de la Unión Postal de las Américas y España, los Plenipotenciarios que suscriben han convenido lo siguiente:

Los Estados Unidos de América formula una reserva en el sentido de que no pueden aceptar las estipulaciones de los siguientes Artículos:

Artículo 5, Párrafo 2 "Límites máximos de emisión".

Artículo 9, "Franquicias de tasas".

Artículo 10, "Plazo de validez de los giros".

Artículo 12, "Aviso de pago".

Artículo 13, "Reexpedición".

En la ciudad de México, capital de los Estados Unidos Mexicanos, a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

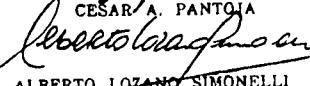
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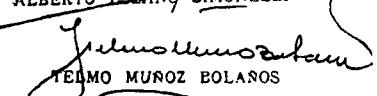


ISMAEL IRINEO BRUNO

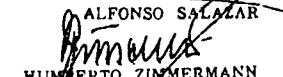
Por COLOMBIA:

  
CESAR A. PANTOJA

  
ALBERTO LOZANO SIMONELLI

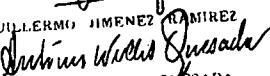
  
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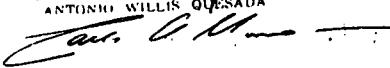
  
ALFONSO SALAZAR

  
HUMBERTO ZIMMERMANN

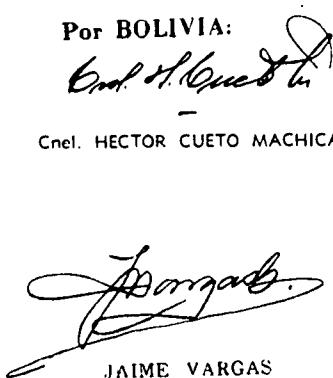
Por COSTA RICA

  
GUILLERMO JIMENEZ RAMIREZ

  
ANTONIO WILLIS QUESADA

  
CARLOS A. MORENO

Por BOLIVIA:

  
Cnel. HECTOR CUETO MACHICAO

Por CUBA:

  
JAIME VARGAS

  
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ENRIQUE VOLTA GAONA

CLEMENTE A. CRUZ LOPEZ

Por REPUBLICA DE HONDURAS:

CARLOS P. ARZA OTAZU

RAMON YNESTROZA MONCADA

18 UST]

Multi.—Money Orders—July 16, 1966

2659

Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*

CARLOS HARTMANN

MANUEL GUERRA GAGO

Por URUGUAY:

*Maria E. Rocha de Barthaburu*

MARIA E. ROCHA DE BARTHABURU

MIGUEL ANGEL ALVAREZ EASTMAN

ANIBAL ABADIE AICARDI

ALFREDO GIRO PINTOS

TIAS 6855

Having examined and considered the provisions of the foregoing Agreement Relative to Money Orders and the Final Protocol thereto, signed in Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

IN WITNESS WHEREOF, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 24th day of February 1967.

LAWRENCE F O'BRIEN  
*Postmaster General*

I hereby approve the foregoing Agreement Relative to Money Orders and the Final Protocol thereto.

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

[SEAL]

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State  
Washington, August 9, 1967*

## **MULTILATERAL**

### **Parcel Post: Postal Union of the Americas and Spain**

*Agreement, Final Protocol, and Regulations of Execution signed  
at México July 16, 1966.<sup>[1]</sup>*

*Ratified and approved by the Postmaster General of the United  
States of America February 24, 1967;*

*Approved by the President of the United States of America  
August 9, 1967;*

*Entered into force March 1, 1967.*

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<sup>[1]</sup> Texts as certified by the Secretary General of the Ninth Congress of the  
Postal Union of the Americas and Spain, México.

*Translation prepared by the Post Office Department*

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**POSTAL UNION OF THE AMERICAS AND SPAIN**  
**AGREEMENT RELATIVE TO PARCEL POST**

The undersigned Plenipotentiaries of the Governments of the contracting countries, assembled in Mexico City, capital of the United Mexican States, by virtue of the provisions of Article 10 of the Convention of the Postal Union of the Americas and Spain, signed in Buenos Aires on October 14, 1960,<sup>[1]</sup> have decided to conclude, subject to ratification, the following Agreement:

**ARTICLE 1**  
**PURPOSE OF THE AGREEMENT**

1. Under the term "Parcel Post" (*Encomiendas postales*, or the synonymous expressions *Paquetes postales* or *Bultos postales*), the contracting countries shall exchange this class of items, either directly or through the intermediary of services which are under the jurisdiction of one or more of them.
2. In the relations between the member countries whose Administrations have agreed thereto, parcel post shall be accepted for transport by air, being called in that case "air parcels".

**ARTICLE 2**  
**ACCEPTANCE AND CATEGORIES**

1. Parcel post may be accepted for mailing as:
  - a) Ordinary
  - b) Collect-on-delivery
  - c) Insured
  - d) Service (items)
  - e) Special (items)
  - f) (Items) from prisoners of war and civilian internees.
2. The acceptance of insured and/or collect-on-delivery parcels is limited to the Administrations agreeing to carry out this service.

**ARTICLE 3**  
**PROHIBITIONS**

Parcels that contain articles whose transportation is prohibited by the Parcel Post Agreement of the Universal Postal Union shall not be accepted for mailing.

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<sup>1</sup> TIAS 4871; 12 UST 1518.

**ARTICLE 4****WEIGHT AND DIMENSIONS**

1. The maximum weight and dimensions of the parcels shall be those established in the pertinent Agreement of the Universal Postal Union. However, the Administrations of member countries may, upon prior agreement of the countries concerned, accept parcels with other weight and dimension limits.

2. For air parcels, the unit of weight shall be that of 125 grams or fraction thereof. (Four ounces "avoirdupois" or fraction thereof).

**ARTICLE 5****RATES AND FEES**

1. The postage on parcels is collected at the time of mailing and is composed of the sum of those amounts whose collection is authorized under the Parcel Post Agreement of the Universal Postal Union in force.

2. Administrations have the option of establishing territorial quotas of departure and arrival, as well as territorial transit quotas, on the basis of the average rate per kilogram, applicable to the total net weight of each dispatch.

3. The Administrations of origin and destination are empowered:

- a) to reduce or increase simultaneously the territorial quotas of departure and arrival. The increase for fractions of weight up to 10 kilograms may not exceed one-half of the territorial quota of departure and arrival; on the other hand, the reduction may be established freely;
- b) to apply an exceptional quota of departure and arrival of 0.25 gold franc as a maximum to each parcel.

4. Administrations which, in the Universal regime, enjoy special authorizations to increase the territorial quotas of departure, arrival, and transit, may also make use of such authorizations in the Americo-Spanish regime, but in no case may they apply higher rates than those established for the regime of the Universal Postal Union.

5. The Administration of origin shall credit each of the Administrations taking part in the transportation, including that of destination, with the corresponding quotas, in accordance with the provisions of the preceding Sections.

6. The Administrations shall make known to one another, through the intermediary of the International Office, the territorial quotas of departure, arrival, and transit, and the maritime quotas established in their respective countries

7. Air parcels, in addition to the territorial quotas established by the Administrations of origin and destination, are subject to the payment of the air quota.

8. For insured parcels and/or C.O.D. parcels, the charges prescribed in the respective Agreements of the Universal Postal Union in force may be collected, and for insured parcels, the insurance fees established in the country of origin.

**ARTICLE 6**  
**POSTAGE-FREE ITEMS**

1. The Administrations agree to accept for mailing free of any postal charge:

- a) service parcels, which are those that are accepted by virtue of the provisions of Article 2, letter f), of the Parcel Post Agreement of the Universal Postal Union;
- b) special parcels, which are those that the Administrations can accept for countries where disasters of any kind have occurred, provided that such parcels are addressed to the National Red Cross or the Relief Committee that may be organized for such purposes in the afflicted countries;
- c) parcels for prisoners of war or civilian internees, which are those that must be accepted pursuant to the provisions of Article 22 of the Parcel Post Agreement of the Universal Postal Union.

2. The exemption from the payment of postage referred to in Section 1 does not include the air surcharge.

**ARTICLE 7**  
**CANCELLATION OF BALANCES UNDER 50 GOLD FRANCS**

When, in settlements for the parcel post service between two Administrations of the Union, the annual balance does not exceed 50 gold francs, the debtor Administration shall be exempted from payment.

**ARTICLE 8**  
**CUSTOMS HANDLING, DELIVERY, STORAGE,  
AND OTHER CHARGES**

1. The Administrations of destination may collect from the addressees of parcels the customs handling, delivery, storage and other charges stipulated in the respective Agreement of the Universal Postal Union.

2. Parcels addressed to members of the Diplomatic and Consular Corps referred to in Article 52 of the Convention may be exempted from payment of the postal delivery fee if the Administrations concerned so agree, except those parcels that contain items liable to the payment of customs duties.

### ARTICLE 9

#### PROHIBITION AGAINST OTHER CHARGES

The parcels referred to in the present Agreement may not be subjected to parcel post charges other than those established in the preceding Articles.

### ARTICLE 10

#### RESPONSIBILITY

1. The Administrations shall be responsible for the loss, rifling, or damage of parcels.

2. The sender shall be entitled, therefor, to an indemnity equivalent to the actual amount of the loss, rifling, or damage. However, this indemnity may not exceed the following amounts, in accordance with the following scale, even when the actual amount of the loss, rifling, or damage is greater:

10 gold francs per parcel up to the weight of 1 kilogram;  
15 gold francs per parcel of more than 1 and up to 3 kilograms;  
25 gold francs per parcel of more than 3 and up to 5 kilograms;  
40 gold francs per parcel of more than 5 and up to 10 kilograms;  
55 gold francs per parcel of more than 10 and up to 15 kilograms;  
70 gold francs per parcel of more than 15 and up to 20 kilograms.

3. The indemnity shall be calculated according to the current price of the same kind of merchandise at the place where and the time when the parcel was accepted for mailing.

4. For insured parcels, those with declared value, and/or C.O.D. parcels exchanged between Administrations agreeing to carry out those services, the indemnity may not exceed the amount of the declaration of value or of the collection on delivery.

### ARTICLE 11

#### EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY

1. The Administrations shall be exempted from all responsibility:

- a) In case of *force majeure*. The country in whose service the loss, rifling, or damage occurred will have to decide, in accordance with its domestic legislation, whether such loss, rifling, or damage is due to circumstances constituting a case of *force majeure*; those circumstances shall be made known to the country of origin at the latter's request. However, responsibility shall subsist with regard to the Administration of origin which undertook to cover the risks of *force majeure*.
- b) When they cannot account for items, owing to the destruction of service records due to a case of *force majeure*, provided that their responsibility could not be proved otherwise.
- c) When the damage was due to the fault or negligence of the sender, or stems from the nature of the contents.

- d) When it is a question of parcels whose contents fall within the scope of the items prohibited by the Agreement of the Universal Postal Union, provided that such parcels were confiscated or destroyed by the competent authority on account of their contents.
- e) When it is a question of parcels which were the subject of a fraudulent declaration of value higher than the actual value of the contents.
- f) When it is a question of parcels seized by virtue of the domestic legislation of the country of destination.
- g) When the sender has not made any inquiry within the period prescribed in the respective Article of the Agreement of the Universal Postal Union.
- h) When service parcels, special parcels, and parcels of prisoners of war or internees are concerned.

2. Likewise, they shall not assume any responsibility with respect to false customs declarations, regardless of the form in which these may be made, nor for the decisions of customs services made when checking parcels submitted for their inspection.

#### ARTICLE 12

##### UNDELIVERABLE PARCELS—RETURN

In such cases, the regulations established in the respective Agreement of the Universal Postal Union shall apply to the parcels.

#### ARTICLE 13

##### PARCELS WITH TWO ADDRESSES

Senders may mail parcels addressed to banks or other institutions for delivery to a second addressee; but delivery to the latter shall be made upon prior authorization by the first addressee. However, the second addressee shall be notified of the arrival of such parcels, and the charges established in Article 8 may be collected from the latter.

#### ARTICLE 14

##### PROPOSITIONS DURING THE INTERVAL BETWEEN CONGRESSES

1. The present Agreement may be modified in the interval between Congresses, following the procedure established in the Convention of the Universal Postal Union in force.

2. In order to become effective, the modifications must obtain:

- a) A unanimity of votes, if it is a question of introducing new provisions or modifying the present Article or those bearing numbers 1, 2, 4, 5, 8, 9, 10, 11, and 12 of this Agreement.
- b) Two-thirds of the votes in order to modify the other provisions.

**ARTICLE 15****MATTERS NOT PROVIDED FOR**

1. All matters not provided for by this Agreement shall be governed by the provisions of the Parcel Post Agreement of the Universal Postal Union, its Regulations of Execution, and, in the absence of such provisions, by the domestic legislation of the country where the parcel in question is on hand. Domestic legislation shall also be applied to all matters not provided for in this Agreement in which countries that are not signatory to the Parcel Post Agreement of the Universal Postal Union may be interested.

2. However, the Administrations of the member countries may, by agreement, establish other details for the execution of the service.

3. The right which the Administrations of the member countries enjoy of keeping in force the customary procedure adopted in compliance with Agreements which may exist between them is recognized, provided that such procedure does not contravene the provisions contained in this Agreement.

**ARTICLE 16****EFFECTIVE DATE AND DURATION OF THE AGREEMENT**

1. The present Agreement shall become effective on March 1, 1967, and shall remain in force without time limit, each of the member countries reserving to itself the right to denounce it by means of a notice given by its Government to that of the Oriental Republic of Uruguay, which shall make it known to the other member countries.

2. The Agreement shall cease to govern with regard to the member country which denounced it upon completion of the period of one year counting from the day of the receipt of the notification by the Government of the Oriental Republic of Uruguay.

3. In witness whereof, the Plenipotentiaries of the Governments of the contracting countries sign the present Agreement in Mexico City, capital of the United Mexican States, on the sixteenth day of the month of July, 1966.

[For signatures, see Spanish text, p. 2687.]

**FINAL PROTOCOL OF THE  
AGREEMENT RELATIVE TO PARCEL POST**

At the moment of signing the Agreement relative to Parcel Post concluded by the Ninth Congress of the Postal Union of the Americas and Spain, the Plenipotentiaries who undersign agreed upon the following:

**I**

The Administrations which cannot comply with the provisions of Article 4, Section 2, "Weight and Dimensions", may adopt the weight unit established in their domestic service.

**II**

The United States of America formulates the following reservation:

- a) It shall be empowered to claim the following transit charges for parcels sent through the intermediary of its service, regardless of the destination of the parcels (that is to say, for parcels destined for signatory or non-signatory countries):

Gold francs  
per kilogram

When only maritime transit service is involved . . . . .	0.70
When only territorial transit service is involved . . . . .	1.15
When both territorial and maritime transit services are involved . . . . .	1.50

- b) It shall be empowered to claim, from those countries which agree to the exchange of parcels in accordance with the provisions of Section 2 of Article 5, a territorial charge of departure and arrival, on parcels received by or sent through its service, up to 1.50 gold francs per kilogram.
- c) It shall be empowered to claim, in place of the exceptional quota of departure and arrival of 0.25 gold franc per parcel authorized by Section 3, letter b), of Article 5, a charge not to exceed the following amounts per parcel:

Gold francs

Parcels up to 1 kilogram . . . . .	1.00
Parcels of more than 1 and up to 3 kilograms . . . . .	2.00
Parcels of more than 3 and up to 5 kilograms . . . . .	3.00
Parcels of more than 5 and up to 10 kilograms . . . . .	3.00
Parcels of more than 10 and up to 15 kilograms . . . . .	4.00
Parcels of more than 15 and up to 20 kilograms . . . . .	4.00

**III**

Canada formulates a reservation to Article 5 of the Agreement, "Rates and fees", since it cannot comply with its provisions, and will apply the same territorial departure and arrival quotas, as well as

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maritime transit quotas, that it has established in its relations with the other countries.

#### IV

The United States of America and Canada formulate a reservation to Article 10, "Responsibility", to the effect that they will not pay any indemnity for the loss, rifling, or damage of ordinary parcels destined for or received from the member countries of the Union.

#### V

Bolivia, El Salvador, Guatemala, and the Republic of Honduras formulate a reservation to Article 10, "Responsibility", to the effect that they will not pay any indemnity for the loss, rifling, or damage of ordinary parcels destined for or received from the United States of America and Canada.

#### VI

El Salvador formulates a reservation to Article 12, "Undeliverable Parcels—Return", to the effect that it will not return parcels once the addressee has requested their inspection by the Parcel Post Customs Office for the purpose of paying the customs duties to which they may have given rise, in conformity with the customs laws of El Salvador.

#### VII

Argentina, Bolivia, Costa Rica, Cuba, Chile, Ecuador, Spain, Mexico, Panama,<sup>[1]</sup> Paraguay, Peru, the Republic of Honduras, and Venezuela give notice that, in accordance with the general principle of reciprocity, they will apply the same restrictive and exceptional measures that may be established by other member countries, either in this Final Protocol or at the moment of the formal ratification of the Acts.

#### VIII

Colombia and Brazil give notice that, in accordance with the general principle of reciprocity, they may apply the same restrictive or exceptional measures that other member countries may establish in this Final Protocol or at the moment of the formal ratification of the Acts.

Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2694.]

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<sup>1</sup> Omitted from official Spanish text.

[Footnote added by the Post Office Department.]

**REGULATIONS OF EXECUTION OF THE AGREEMENT  
RELATIVE TO PARCEL POST**

The undersigned Plenipotentiaries of the Governments of the member countries have approved the following Regulations in the name of their Postal Administrations in order to assure the execution of the preceding Agreement.

**ARTICLE 101****ROUTING—TRANSMISSION**

1. Each Administration shall be obligated to forward, by the ways and means which it utilizes for its own parcels, the dispatches of parcels and of *à découvert* parcels which may be sent to it by another Administration for dispatch in transit through its territory.
2. The forwarding routes shall be agreed upon by the Administrations concerned and included in the CP 1 table (Universal Postal Union).
3. The transmission of parcels between adjacent countries shall be effected in accordance with the conditions established by mutual agreement between the Administrations concerned.
4. The exchange of parcels between non-adjacent countries shall be made in closed dispatches.
5. The Administrations shall make known to one another, through the intermediary of the International Office of the Union, their qualified exchange offices and the jurisdiction encompassed by each of them.

**ARTICLE 102****DISPATCH NOTES AND CUSTOMS DECLARATIONS**

1. One dispatch note and as many customs declarations as are required by the country of destination, conforming to forms CP 2 and CP 3 (Universal Postal Union), shall be prepared for each parcel; the customs declarations shall be attached securely to the dispatch note.
2. The formalities which the sender must comply with shall be those established in the Universal postal legislation.
3. Provided that the Administration of destination is not opposed thereto, up to three ordinary parcels, mailed simultaneously at the same office, by the same sender, forwarded by the same route, subject to the same rate, and addressed to the same addressee, may be included in a single dispatch note with their respective customs declarations. This provision does not apply in the case of insured and/or collect-on-delivery parcels.
4. If the Administration of destination permits it, that of origin may use tie-on tags, which take the place of dispatch notes and customs declarations, in which case the said tags shall have the same legal force as the documents which they replace.

**ARTICLE 103****PARCELS WITH TWO ADDRESSES**

Senders of parcels addressed to banks or other institutions for delivery to second addressees shall be obligated to indicate on the labels, wrappers, or covers of same the exact name and address of the persons for whom such parcels are intended.

**ARTICLE 104****INSURED PARCELS**

1. As far as their preparation for mailing is concerned, insured parcels must conform to the provisions established in the Regulations of Execution of the Universal Postal Union, and such articles, as well as their dispatch notes, shall be identified by a label, form CP 7 (Universal Postal Union), or possibly form CP 8 (Universal Postal Union), distinguished by the words "valor declarado" (insured).

2. The sender must indicate on the parcel and on the dispatch note, in ink or indelible pencil, in Latin characters and (Arabic) numerals, without erasures or corrections, the amount of the insurance in currency of the country of origin. The amount of the said insurance must be converted into gold francs, underlined with a colored-pencil mark.

3. The Administration of origin shall note the exact weight, in grams, on the address of the parcel and on the dispatch note.

4. The Administrations shall furnish the sender gratuitously a receipt showing the mailing particulars of the parcel.

5. When, in consequence of the provisions of Article 12 of the Agreement, an Administration confiscates a parcel, it shall report the fact to the Administration of origin at the earliest moment possible, transmitting the evidence to it.

**ARTICLE 105****RECORDING OF ORDINARY PARCELS**

1. Every parcel and its dispatch note shall have affixed thereon the CP 8 label (Universal Postal Union), with indication of the serial number of the article and the name of the office of origin.

2. Administrations may deliver to the sender a receipt with the particulars of mailing.

3. The office of origin shall affix to the dispatch note the stamp showing the date of mailing and shall indicate the weight of the parcel in kilograms and hundreds of grams.

**ARTICLE 106****FORWARDING**

For the forwarding of parcels, the provisions contained in the Regulations of Execution of the Agreement of the Universal Postal Union shall govern.

**ARTICLE 107**  
**RETURN—CHARGES**

1. The office which returns a parcel to the sender shall indicate thereon and on the dispatch note the reason for the non-delivery.
2. The charges and fees payable by the sender shall be entered in the appropriate column of the CP 11 parcel bill (Universal Postal Union). In such cases, a CP 25 (Universal Postal Union) Statement of Charges must accompany the respective Dispatch Note.
3. When the office which returns a parcel does not indicate those amounts, the office which receives it shall, without further formality, credit to it only the territorial quota of departure and the maritime quota, if any.

**ARTICLE 108**  
**FORMATION OF DISPATCHES**

1. The parcels shall be entered on a parcel bill form CP 11 (Universal Postal Union), with all the details that it requires, and two copies of same shall be sent to the office of destination of the dispatch. However, the Administrations may come to an agreement with one another to enter the parcels on the said form in the manner best suited for their respective services.
2. Administrations deciding to utilize the average rate per kilogram, in accordance with the provisions of Section 2 of Article 5, shall indicate on the parcel list the number of parcels, their total net weight, and the total number of sacks composing each dispatch.
3. The dispatching exchange offices shall number the dispatches for each exchange office of destination consecutively, on an annual basis. In the first dispatch of each year shall be noted the number of the last dispatch of the preceding year.
4. When it is a question of parcels contained in direct dispatches, the Administrations may agree that the dispatch notes, customs declarations, and other required documents should accompany the parcels contained in each sack, and when the dispatch is composed of several sacks, all of them shall be forwarded by the same transmission.
5. The sacks shall be secured with fastenings guaranteeing the intactness of their contents, and shall bear an ocher-yellow label indicating the number of the dispatch, order number of the sack, number of parcels which it contains, and the gross weight of the sack. The labels of the sacks containing insured parcels shall be distinguished by a red letter "V".
6. The CP 11 parcel bills (Universal Postal Union) shall be included in the last sack of those comprising the dispatch. The total number of sacks composing the dispatch shall be entered on the corresponding label in addition to the information specified in the paragraph above, and the letter "F" shall be written on the label.

**ARTICLE 109**  
**DISPATCHES IN TRANSIT**

The dispatching exchange office shall send to each of the intermediary Administrations a parcel bill form CP 12 (Universal Postal Union), with the detail of the credits due them. The Administrations shall agree upon the manner of transmission of that document.

**ARTICLE 110**  
**RECEIPT AND VERIFICATION OF THE DISPATCHES**

1. The Administrations shall adopt the necessary measures with a view to ensuring the receipt of the dispatches immediately upon the arrival of the medium of transportation which conveyed them.
2. The exchange office of destination shall verify the condition of the sacks, their fastenings, and the weight indicated on the label before issuing a receipt for the dispatch, noting on the waybill the irregularities observed, which shall be reported by the next mail to the dispatching exchange office and/or to the intermediary office, if one is involved. The intermediary offices shall follow a similar procedure, should the occasion arise, informing, in addition, the office of destination.
3. If, upon checking the service documents relative to the dispatches received, errors or omissions are disclosed, the receiving office shall immediately make the necessary corrections, taking care to cross out the erroneous particulars in such a manner that the original notations may be recognized, and shall report the fact to the office of origin by means of a bulletin of verification, form CP 13 (Universal Postal Union), which shall be sent in duplicate. These corrections, unless there is an evident error, shall prevail over the original declarations.
4. When a shortage of parcels is verified, then, in addition to the form CP 13 (Universal Postal Union) referred to in the preceding Section, a report shall be drawn up recording the fact, which shall be added to the form CP 13 and sent to the office of origin together with the sack and its complete fastening (string, lead seal, and label).
5. A similar procedure shall be followed when parcels are received rifled, and in addition a report shall be drawn up on form CP 14 (Universal Postal Union), which shall be sent together with the bulletin of verification form CP 13 (Universal Postal Union) and the respective exhibits.
6. The provisions of Section 3 shall apply when parcels are received insufficiently packed or damaged; such parcels shall be repacked, preserving as far as possible the original packing material, address, and label.
7. Should the damage be of such a nature as to have permitted the rifling of the contents, the office shall proceed to repack the parcel officially, complying with the formalities prescribed in Section 5 and

noting on the new wrapper the weight before and after that operation. The same procedure shall be followed in case a difference in weight is proved, leading to the supposition that the contents were rifled.

8. If the parties concerned should make reservations upon receipt of the parcel, a report, form CP 14 (Universal Postal Union), shall be drawn up in their presence, in duplicate, which shall be signed by them and by the postal agents. A copy of the report shall be delivered to the party concerned, and another shall remain in possession of the Administration.

9. Any irregularity verified in an insured parcel shall give rise to the drawing up of a report, form CP 14 (Universal Postal Union), and to the subsequent transmission of the exhibits (string, seal or lead seal, label, packing material, and container).

10. If the exchange office of destination should fail to report to the dispatching exchange office, by the mail following the receipt of a dispatch of parcels, any irregularities or errors of any kind verified therein, that dispatch shall be considered as received in good order, barring proof to the contrary.

11. Proof of irregularities shall not give rise to the return of the parcel to origin, except when that is the procedure to be followed because it contains prohibited articles.

12. The bulletins of verification, as well as the reports and exhibits mentioned in this Article, shall be transmitted as a registered item or as a service parcel, utilizing the most rapid route.

#### ARTICLE 111

##### RETURN OF EMPTY SACKS

1. Sacks shall be returned empty to the Administration and, if possible, to the exchange office to which they belong, by the first mail. The return shall be made without expense and, as far as possible, by the most rapid route. The labels shall also be returned, enclosed in the sacks.

2. Separate dispatches, duly distinguished, shall be made up of the empty sacks, with consecutive numbering on an annual basis, indicating on the parcel bills the number of each returned sack, or, in lieu thereof, the total number of same. When, because of their limited number, the formation of dispatches is not justified, the sacks may be included in those containing parcels.

3. The Administrations are held responsible for the sacks whose return they cannot prove, reimbursing, in such case, the actual value of the sack to the Administration concerned.

#### ARTICLE 112

##### PERIOD FOR RETENTION OF DOCUMENTS

1. The documents of the parcel post service, including the dispatch notes, must be kept for a minimum period of eighteen months, counting from the day following the date of such documents.

2. Documents concerning a dispute or claim shall be retained until the matter is settled. If the complaining Administration, duly informed of the result of the investigation, allows six months to elapse from the date of the communication without formulating any objections, the matter shall be considered closed.

#### ARTICLE 113

##### ACCOUNTS

1. The preparation and settlement of accounts pertaining to the exchange of parcel post shall be subject to the provisions of the Agreement relative to Parcel Post of the Universal Postal Union and its Regulations of Execution.

2. Payment of the parcel post accounts shall be made in accordance with the provisions of Article 116 of the Regulations of Execution of the Convention of the Postal Union of the Americas and Spain.<sup>[1]</sup>

3. However, all accounts between Administrations may be cleared annually through the International Office of the Union, and debit balances must be settled as soon as possible within the period of three months from the date on which the country concerned receives the balance sheet.

#### ARTICLE 114

##### MATTERS NOT PROVIDED FOR

In all matters not provided for in these Regulations, the provisions of the Regulations of Execution of the Agreement relative to Parcel Post of the Universal Postal Union shall apply, or, in the absence of such provisions, the domestic legislation of each country. Domestic legislation shall also apply to all matters not provided for by these Regulations in which countries not signatory to the Parcel Post Agreement of the Universal Postal Union are interested.

#### ARTICLE 115

##### EFFECTIVE DATE AND DURATION OF THE REGULATIONS

The present Regulations shall become effective on the same date as the Agreement to which they refer, and shall have the same duration as the latter.

In Mexico City, the capital of the United Mexican States, on the sixteenth day of July, 1966.

[For signatures, see Spanish text, p. 2708.]

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<sup>1</sup> TIAS 6354; *ante*, p. 2561.

## ACUERDO RELATIVO A ENCOMIENDAS POSTALES

## INDICE DE MATERIAS

## PREAMBULO

## Art.

- 1 Objeto del Acuerdo.
- 2 Admisión y categorías.
- 3 Prohibiciones.
- 4 Peso y dimensiones.
- 5 Tasas y derechos.
- 6 Franquicia postal.
- 7 Anulación de saldos menores de 50 francos oro.
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- 10 Responsabilidad.
- 11 Excepciones al principio de responsabilidad.
- 12 Encomiendas no entregadas - Devolución.
- 13 Encomiendas con doble consignación
- 14 Proposiciones durante el intervalo de los Congresos.
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## **ACUERDO RELATIVO A ENCOMIENDAS POSTALES**

Los abajo firmantes Plenipotenciarios de los Gobiernos de los Países contratantes, reunidos en la ciudad de México, capital de los Estados Unidos Mexicanos, en virtud de lo dispuesto en el artículo 10 del Convenio de la Unión Postal de las Américas y España, firmado en Buenos Aires, el 14 de octubre de mil novecientos sesenta, han determinado celebrar, bajo reserva de ratificación, el Acuerdo siguiente:

### **ARTICULO 1**

#### **Objeto del Acuerdo**

1. Bajo la denominación de "encomiendas postales" o de las expresiones sinónimas "paquetes postales" o "bultos postales", los Países contratantes intercambiarán esta clase de envíos, ya sea directamente o utilizando la mediación de los servicios dependientes de uno o de varios de ellos.
2. En las relaciones entre los Países miembros cuyas Administraciones se hayan puesto de acuerdo a este respecto, las encomiendas postales se admitirán en el transporte por vía aérea, denominándose en ese caso "encomiendas aéreas".

### **ARTICULO 2**

#### **Admisión y categorías**

1. Las encomiendas postales podrán admitirse para la expedición con carácter de:
  - a) ordinarias;
  - b) contra reembolso;
  - c) con declaración de valor;
  - d) de servicio;
  - e) especiales;
  - f) de prisioneros de guerra e internados civiles.
2. La admisión de encomiendas contra reembolso y/o con

declaración de valor, queda limitada a los Administraciones que convengan en realizar ese servicio.

### **ARTICULO 3**

#### **Prohibiciones.**

No se admitirán para la expedición encomiendas postales que contengan objetos cuyo transporte esté prohibido por el Acuerdo de Encomiendas de la Unión Postal Universal.

### **ARTICULO 4**

#### **Peso y dimensiones.**

1. El máximo de peso y las dimensiones de las encomiendas serán los fijados en el Acuerdo pertinente de la Unión Postal Universal. Sin embargo, las Administraciones de los Países miembros podrán admitir, previa la conformidad de los Países interesados, encomiendas con otros límites de peso y dimensiones.

2. Para las encomiendas aéreas la unidad de peso será la de 125 gramos o fracción. (Cuatro onzas "avoirdupois" o fracción).

### **ARTICULO 5**

#### **Tasas y derechos**

1. La tasa de las encomiendas se percibe en el acto del depósito y está integrada por la suma de las cantidades cuya percepción autoriza el vigente Acuerdo de encomiendas de la Unión Postal Universal.

2. Las Administraciones tienen opción para fijar las cuotas-parte territoriales de salida y de llegada, así como las cuotas-parte territoriales de tránsito, sobre la base de una tasa

promedio por kilogramo aplicable al peso neto total de cada despacho.

3. Las Administraciones de origen y de destino tienen la facultad:

- a) de reducir o aumentar simultáneamente las cuotas partes territoriales de salida y de llegada. El aumento para las fracciones de peso hasta 10 kilogramos no podrá exceder de la mitad de la cuota-parte territorial de salida y de llegada; en cambio, la reducción podrá ser fijada libremente;
- b) de aplicar una cuota parte excepcional de salida y de llegada de 0,25 francos oro, como máximo, por cada encomienda.

4. Las Administraciones que en el régimen universal gocen de autorizaciones especiales para elevar las cuotas portes territoriales de salida, de llegada y de tránsito, podrán asimismo hacer uso de dichas autorizaciones en el régimen américoespañol, sin que en ningún caso puedan aplicar tasas más elevadas que las establecidas para el régimen de la Unión Postal Universal.

5. La Administración de origen acreditará a cada una de las Administraciones que tomen parte en el transporte, incluso a la de destino, las cuotas partes que correspondan de acuerdo con las disposiciones de los párrafos precedentes.

6. Las Administraciones se comunicarán, por intermedio de la Oficina Internacional, las cuotas partes territoriales de salida, de llegada y de tránsito y las cuotas partes marítimas fijadas en sus respectivos Países.

7. Las encomiendas aéreas, además de las cuotas partes territoriales establecidas por las Administraciones de origen y de destino, están sujetas al pago de la cuota-parte aérea.

8. Por las encomiendas con declaración de valor y/o contra reembolso, podrán percibirse los derechos previstos en los respectivos Acuerdos de la Unión Postal Universal vigentes; así como por las encomiendas con declaración de valor, la tasa de seguro fijada en el País de origen.

**ARTICULO 6****Franquicia postal**

1. Las Administraciones convienen en aceptar para la expedición libre de toda tasa postal:
  - a) encomiendas de servicio que son las que se aceptan en virtud de lo dispuesto en el artículo 2, letra f), del Acuerdo relativo a encomiendas de la Unión Postal Universal;
  - b) encomiendas especiales que son las que pueden aceptar las Administraciones con destino a Países donde hubieran ocurrido siniestros de cualquier naturaleza, siempre que dichas encomiendas estén dirigidas a la Cruz Roja Nacional o a las Comisiones de Auxilio que se establezcan a esos fines en los Países afectados;
  - c) encomiendas para los prisioneros de guerra o internados civiles que son las que deben aceptarse de conformidad con las disposiciones del artículo 22 del Acuerdo de encomiendas de la Unión Postal Universal.
2. La franquicia postal a que se refiere el párrafo 1, no alcanza a la sobretasa aérea.

**ARTICULO 7****Anulación de saldos menores de 50 francos oro**

Cuando en las liquidaciones por el servicio de encomiendas entre dos Administraciones de la Unión el saldo anual no exceda de 50 francos oro, la Administración deudora queda exenta del pago.

**ARTICULO 8****Tasas por trámites de aduana, entrega, almacenaje y otras**

1. Las Administraciones de destino podrán cobrar a los destinatarios de las encomiendas las tasas por trámites de adua-

na, entrega, almacenaje y otras que estipula el respectivo Acuerdo de la Unión Postal Universal.

2. Podrán quedar exentas del pago de la tasa postal de entrega, cuando así lo acuerden las Administraciones interesadas, las encomiendas destinadas a los miembros de los Cuerpos Diplomático y Consular a que se refiere el artículo 52 del Convenio, salvo las dirigidas a los últimos si contuvieran artículos sujetos al pago de derechos de aduana.

## **ARTICULO 9**

### **Prohibición de otras tasas**

Las encomiendas de que trata el presente Acuerdo, no podrán ser gravadas con otras tasas postales que las establecidas en los artículos precedentes.

## **ARTICULO 10**

### **Responsabilidad**

1. Las Administraciones serán responsables por la pérdida, expoliación o avería de las encomiendas.

2. El remitente tendrá derecho, por este concepto, a una indemnización equivalente al importe real de la pérdida, sustracción o avería. Sin embargo, esta indemnización no podrá exceder de las siguientes cantidades, de acuerdo con la escala enumerada a continuación, aún cuando el importe real de la pérdida, sustracción o avería sea superior:

10 francos oro por encomienda hasta el peso de 1 kilogramo;

15 francos oro por encomienda de más de 1 y hasta 3 kilogramos;

25 francos oro por encomienda de más de 3 y hasta 5 kilogramos;

- 40 francos oro por encomienda de más de 5 y hasta 10 kilogramos;
- 55 francos oro por encomienda de más de 10 y hasta 15 kilogramos;
- 70 francos oro por encomienda de más de 15 y hasta 20 kilogramos.

3. La indemnización se calculará según el precio corriente de la mercancía de la misma clase, en el lugar y en la época en que la encomienda fuere aceptada para su transporte.

4. Por las encomiendas aseguradas, con declaración de valor y/o contra reembolso, cambiadas entre aquellas Administraciones que convengan en realizar estos servicios, la indemnización no podrá exceder del monto de la declaración de valor o del reembolso.

## **ARTICULO 11**

### **Excepciones al principio de responsabilidad**

1. Las Administraciones estarán exentas de toda responsabilidad:

- a) en caso de fuerza mayor. El País en cuyo servicio haya tenido lugar la pérdida, expoliación o avería deberá decidir de acuerdo con su legislación interior, si tal pérdida, expoliación o avería es debida a circunstancias que constituyan un caso de fuerza mayor; éstas serán puestas en conocimiento del País de origen cuando éste último lo solicite. No obstante, la responsabilidad subsistirá respecto de la Administración expedidora que haya aceptado cubrir los riesgos de fuerza mayor;
- b) cuando no pudieran dar cuenta de los envíos, por causa de la destrucción de los documentos de servicio, motivada por un caso de fuerza mayor, siempre que su responsabilidad no haya podido comprobarse de otra forma;

- c) cuando el daño haya sido motivado por falta o negligencia del remitente o provenga de la naturaleza del contenido;
- d) cuando se trate de encomiendas cuyo contenido se halle comprendido entre los objetos prohibidos por el Acuerdo de la Unión Postal Universal, siempre que estas encomiendas hayan sido confiscadas o destruidas por la autoridad competente a causa de su contenido;
- e) cuando se trate de encomiendas que hayan sido objeto de una declaración fraudulenta de valor superior al valor real del contenido;
- f) cuando se trate de encomiendas incautadas en virtud de la legislación interior del País de destino;
- g) cuando el remitente no hubiere formulado ninguna reclamación en el plazo previsto en el artículo respectivo del Acuerdo de la Unión Postal Universal;
- h) cuando se trate de encomiendas de servicio, especiales y de prisioneros de guerra o internados.

2. Asimismo, no asumirán ninguna responsabilidad respecto de las falsas declaraciones de aduana, cualquiera que sea la forma en que estén hechas, ni por las decisiones de los servicios aduaneros, adoptadas al efectuarse la verificación de las encomiendas sometidas a su control.

## **ARTICULO 12**

### **Encomiendas no entregadas - Devolución**

Para estos casos se aplicará a las encomiendas la reglamentación establecida en el respectivo Acuerdo de la Unión Postal Universal.

## **ARTICULO 13**

### **Encomiendas con doble consignación**

Los remitentes podrán depositar encomiendas, dirigidas a

Bancos u otras entidades, para entregar a segundo destinatario; pero la entrega a este último se efectuará con la previa autorización del primer destinatario. No obstante, se dará aviso al segundo destinatario de la llegada de tales encomiendas, pudiéndose percibir de éste los derechos fijados en el artículo 8.

## **ARTICULO 14**

### **Proposiciones durante el intervalo de los Congresos**

1. El presente Acuerdo podrá ser modificado en el intervalo entre los Congresos, siguiendo el procedimiento establecido en el Convenio vigente de la Unión Postal Universal.

2. Para que tengan fuerza ejecutiva las modificaciones, deberán obtener:

- a) unanimidad de sufragios, si se trata de introducir nuevas disposiciones o de modificar el presente artículo o los señalados con los números 1, 2, 4, 5, 8, 9, 10, 11 y 12 de este Acuerdo;
- b) dos tercios de sufragios para modificar las demás disposiciones.

## **ARTICULO 15**

### **Asuntos no previstos**

1. Todos los asuntos no previstos por este Acuerdo serán regidos por las disposiciones del Acuerdo de encomiendas de la Unión Postal Universal, su Reglamento de Ejecución y en su defecto por la legislación interior del País en donde se hallare la encomienda en causa. La

legislación interior se aplicará también en todos los asuntos no previstos por este Acuerdo en los cuales estén interesados los Países no signatarios del Acuerdo de encomiendas de la Unión Postal Universal.

2. Sin embargo, las Administraciones de los Países miembros podrán fijar otros detalles para la práctica del servicio, previo acuerdo.

3. Se reconoce el derecho de que gozan las Administraciones de los Países miembros para mantener vigente el procedimiento reglamentario adoptado en orden al cumplimiento de convenios que tengan entre sí, siempre que dicho procedimiento no se oponga a las disposiciones contenidas en este Acuerdo.

## **ARTICULO 16**

### **Vigencia y duración del Acuerdo**

1. El presente Acuerdo empezará a regir el día 10. del mes de marzo del año 1967 y quedará en vigencia sin limitación de tiempo, reservándose cada uno de los Países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demás Países miembros.

2. El Acuerdo dejará de regir con respecto al País miembro que lo haya denunciado, al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno de la República Oriental del Uruguay.

3. En fe de lo resuelto, los Plenipotenciarios de los Gobiernos de los Países contratantes suscriben el presente Acuerdo en la ciudad de México, capital de los Estados Unidos Mexicanos, a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

## Por ARGENTINA:

ISMAEL IRINEO BRUNO

## Por BOLIVIA:

Cnel. HECTOR CUETO MACHICAO

## Por COLOMBIA:

Cesar A. PANTOJA  
Alberto LOZANO SIMONELLI  
PEDRO MUÑOZ BOLAÑOS

ALBERTO LOZANO SIMONELLI

PEDRO MUÑOZ BOLAÑOS

ALFONSO SALAZAR

HUMBERTO ZIMMERMANN

JAIME VARGAS

## Por COSTA RICA

Guillermo JIMENEZ RAMIREZ  
Antonio WILLIS QUESADA  
CARLOS A. MORENO

## Por CANADA:

WILLIAM WILSON

## Por CUBA:

PABLO SILVA HORTA

FERDINAND PAGEAU

READ GOSELIN

FRANCISCO MARTY VALDES

Por CHILE:

JOSE R M PIZARRO O'RYAN

HECTOR H QUIROGA VALDIVIESO

Por ECUADOR:

ERNESTO VALDIVIESO CHIRIBOGA

Por el SALVADOR:

ANASTASIO ANTONIO ANDRADE

Por ESPAÑA:

GABRIEL MARTINEZ DE MATA

ANIBAL MARTIN GARCIA

JOSE VILANOVA

Por ESTADOS UNIDOS DE AMERICA:

RALPH W NICHOLSON

Greever Allan

ARMAND J. RIOUX

Por ESTADOS UNIDOS DEI. BRASIL:

GENARO BARBATO

PAULA DE PAULA E SILVA SALDANHA

LUIS ROBERTO FENTAGANA

Por ESTADOS UNIDOS MEXICANOS:

FERNANDO MAGRO SOTO

Por GUATEMALA:

PEDRO FAUSTO REYNA ALONSO

Por HAITI:

JULIO J. PIERRE AUDAIN

Por PERU:

HILDEBRANDO MERINO MACHUCA

Por NICARAGUA:

EDGAR ESCOBAR FORNOS

Por PANAMA:

BORIS SUCRE BENJAMIN

ERNESTO CACERES BOLUARTE

JORGE GALVEZ

Por REPUBLICA DOMINICANA:

ANTONIO T. BOBADILLA

ROLANDO DOMINGO FUNG

CLEMENTE A. CRUZ LOPEZ

Por PARAGUAY:

ENRIQUE VOLTA GAONA

Por REPUBLICA DE HONDURAS:

CARLOS P. ARZA OTAZU

RAMON YNESTROZA MUNCADA

Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*  
CARLOS HARTMANN

*Manuel Guerra Gago*  
MANUEL GUERRA GAGO

Por URUGUAY:

*Maria E. Rocha de Bartiaburu*  
MARIA E. ROCHA DE BARTIABURU

*Miguel Álvarez Eastman*  
MIGUEL ANGEL ALVAREZ EASTMAN

*Aníbal Abadie Alcaldi*  
ANIBAL ABADIE ALCARDI

*Alfredo Giro Pintos*  
ALFREDO GIRO PINTOS

**PROTOCOLO FINAL DEL ACUERDO RELATIVO A  
ENCOMIENDAS POSTALES**

En el momento de firmar el Acuerdo relativo a Encomiendas Postales concluído por el IX Congreso de la Unión Postal de las Américas y España, los Plenipotenciarios que suscriben han convenido lo siguiente:

**I**

Las Administraciones que no puedan cumplir con las disposiciones del artículo 4, párrafo 2, "Peso y dimensiones", podrán adoptar la unidad de peso establecida en su servicio interno.

**II**

Estados Unidos de América formula la siguiente reserva:

- a) estarán facultados para reclamar las siguientes tasas de tránsito para las encomiendas enviadas por intermedio de sus servicios, sea cual fuere el destino de las encomiendas (es decir, para encomiendas destinadas a Países signatarios o no signatarios):

	Francos oro por kilogramo
cuando sólo comprendan servicio marítimo de tránsito .....	0,70
cuando sólo comprendan servicio de tránsito territorial .....	1,15
cuando comprendan servicio de tránsito territorial y marítimo .....	1,50

- b) estarán facultados para reclamar de los Países que convengan en el intercambio de encomiendas, de acuerdo a las disposiciones del párrafo 2, del artículo 5, un derecho territorial de salida y llegada, sobre las encomiendas recibidas o enviadas por medio de sus servicios, que alcanzará hasta 1.50 francos oro por kilogramo;

- c) estarán facultados para reclamar, en reemplazo de la cuota-parte excepcional de salida y de llegada de 0,25 franco oro por encomienda, autorizada por el párrafo 3, letra b) del artículo 5, una tasa que puede llegar hasta los siguientes importes por encomienda:

	Francos oro
encomiendas hasta 1 kilogramo .....	1.00
encomiendas de más de 1 y hasta 3 kilogramos .....	2.00
encomiendas de más de 3 y hasta 5 kilogramos .....	3.00
encomiendas de más de 5 y hasta 10 kilogramos .....	3.00
encomiendas de más de 10 y hasta 15 kilogramos .....	4.00
encomiendas de más de 15 y hasta 20 kilogramos .....	4.00

### III

Canadá formula una reserva al artículo 5 del Acuerdo, "Tasas y derechos", ya que no puede cumplir con sus disposiciones y aplicará las mismas cuotas-partes territoriales de salida y de llegada, así como las cuotas-partes marítimas de tránsito que tiene establecidas en sus relaciones con los demás Países.

### IV

Estados Unidos de América y Canadá formulan una reserva al artículo 10, "Responsabilidad", en el sentido de que no pagarán indemnización alguna por la pérdida, expoliación o avería de encomiendas ordinarias destinadas a, o recibidas de, los Países miembros de la Unión.

## V

Bolivia, El Salvador, Guatemala y República de Honduras formulan una reserva al artículo 10 "Responsabilidad", en el sentido de que no pagarán indemnización alguna por la pérdida, expoliación o avería de encomiendas ordinarias destinadas a, o recibidas de los Estados Unidos de América y de Canadá.

## VI

El Salvador formula una reserva al artículo 12, "Encomiendas no entregadas-Devolución", en el sentido de que no devolverá las encomiendas, una vez que el destinatario haya solicitado el registro de las mismas, a la Aduana de encomiendas postales, para la cancelación de los derechos arancelarios a que hubiesen dado lugar, por dispone así las Leyes de Aduanas de El Salvador.

## VII

Argentina, Bolivia, Costa Rica, Cuba, Chile, Ecuador, España, México,<sup>[1]</sup> Paraguay, Perú, República de Honduras y Venezuela, hacen constar que, de acuerdo con el principio general de reciprocidad, aplicarán las mismas medidas restrictivas o de excepción que establezcan otros Países miembros, bien en este Protocolo final o en el momento de la ratificación formal de las Actas.

## VIII

Colombia y Brasil hacen constar que, de acuerdo con el principio general de reciprocidad, podrán aplicar las mismas medidas restrictivas o de excepción que establezcan otros Países miembros, bien en este Protocolo Final o en el momento de la ratificación formal de las Actas.

México, capital de los Estados Unidos Mexicanos, a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

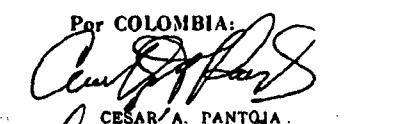
<sup>1</sup> Panamá should be added to the list of countries in section VII.

Por ARGENTINA:



ISMAEL IRINEO BRUNO

Por COLOMBIA:

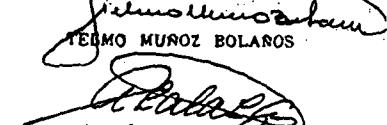


CESARIO PANTOJA  
Alberto Lozano Simonelli  
Jesús Muñoz Bolaños  
TELESIO MUÑOZ BOLAÑOS

Por BOLIVIA:



Cnel. HECTOR CUETO MACHICAO

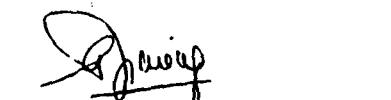


ALFONSO SALAZAR  
Humberto Zimmermann



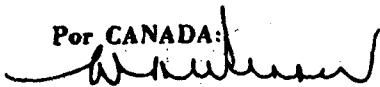
JAIME VARGAS

Por COSTA RICA



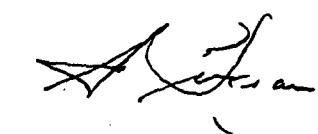
Guillermo Jiménez Ramírez  
Antonio Willis Quesada  
Carlos A. MORENO

Por CANADA:

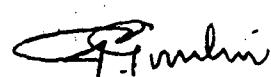


WILLIAM WILSON

Por CUBA:



FERDINAND PAGEAU



READ COSELLIN



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JULIO J. PIERRE AUDAIN

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CLEMENTE A. CRUZ LOPEZ

Por REPUBLICA DE HONDURAS:

CARLOS P. ARZA OTAZU

RAMON YNESTROZA MONCADA

18 UST]

Multilateral—Parcel Post—July 16, 1966

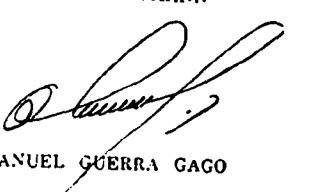
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Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*

CARLOS HARTMANN

MANUEL GUERRA GAGO

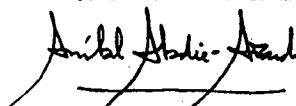


Por URUGUAY:

*Maria E. Rocha de Barthaburu*

MARIA E. ROCHA DE BARTHABURU

MIGUEL ANGEL ALVAREZ EASTMAN



ANIBAL ABADIE AICARDI



ANIBAL ABADIE AICARDI



ALFREDO GIRO PINTOS

REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO  
A ENCOMIENDAS POSTALES

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**REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO  
A ENCOMIENDAS POSTALES**

Los abajo firmantes Plenipotenciarios de los Gobiernos de los Países miembros en nombre de sus Administraciones postales han aprobado las siguientes reglas para asegurar la ejecución del Acuerdo precedente.

**ARTICULO 101****Curso - Transmisión**

1. Cada Administración estará obligada a cursar, por las vías y medios que utilice para sus propias encomiendas, los despachos de encomiendas y las encomiendas al descubierto que le sean remitidos por otra Administración para ser expedidos en tránsito por el territorio de aquélla.
2. Las vías de curso serán convenidas por las Administraciones interesadas e incluidas en el cuadro CP 1 (Unión Postal Universal).
3. La transmisión de encomiendas entre Países limítrofes se efectuará en las condiciones que establezcan de común acuerdo las Administraciones interesadas.
4. El intercambio de encomiendas entre Países no limítrofes se realizará en despachos cerrados.
5. Las Administraciones se comunicarán, por medio de la Oficina Internacional de la Unión, las oficinas de cambio habilitadas y la respectiva jurisdicción que abarca.

**ARTICULO 102****Boletines de expedición y declaraciones de aduanas**

1. Por cada encomienda se confeccionará un boletín de expedición y el número de declaraciones de aduana requerido

por el País de destino, iguales a los modelos CP 2 y CP 3 (Unión Postal Universal); las declaraciones de aduana se unirán sólidamente al boletín de expedición.

2. Las formalidades que deberá cumplir el remitente serán las establecidas en la legislación postal universal.

3. Siempre que la Administración de destino no se oponga, en un solo boletín de expedición, con sus respectivas declaraciones de aduana, podrán incluirse hasta tres encomiendas ordinarias depositadas simultáneamente en la misma oficina por el mismo remitente, encaminadas por la misma vía, sujetas a la misma tasa y consignadas al mismo destinatario. Esta disposición no rige para las encomiendas con declaración de valor y/o contra reembolso.

4. Si la Administración de destino lo admitiere, la de origen podrá utilizar etiquetas colgantes que hagan las veces de boletín de expedición y de declaración de aduana, en cuyo caso dichas etiquetas tendrán la misma fuerza legal que los documentos que sustituyen.

## **ARTICULO 103**

### **Encomiendas con doble consignación**

Los remitentes de encomiendas, dirigidas a Bancos u otras entidades, para entregar a segundos destinatarios, estarán obligados a consignar en las etiquetas, fajillas o envolturas de aquéllas, el nombre y dirección exactos de las personas a quienes estuvieren destinadas.

## **ARTICULO 104**

### **Encomiendas con valor declarado**

1. En cuanto a su acondicionamiento, las encomiendas con valor declarado deberán ajustarse a las prescripciones que

establece el Reglamento de ejecución de la Unión Postal Universal, y tales envíos, así como sus boletines de expedición, se singularizarán con la etiqueta modelo CP7 (Unión Postal Universal) o eventualmente en el modelo CP8 (Unión Postal Universal), caracterizado con las palabras "Valor Declarado".

2. El remitente deberá hacer constar, con tinta, o lápiz tinta, sobre la encomienda y el boletín de expedición, en caracteres latinos, en letras y cifras, sin raspaduras ni enmendas, el importe de la declaración de valor, en moneda del País de origen. El importe de dicha declaración deberá convertirse en francos oro, subrayándose con lápiz de color.

3. La Administración de origen anotará sobre la dirección de la encomienda y en el boletín de expedición, el peso exacto en gramos.

4. Las Administraciones extenderán gratuitamente al remitente un recibo donde consten los datos de depósito de la encomienda.

5. Cuando, por consecuencia de lo establecido en el artículo 11, párrafo 2, del Acuerdo, una Administración decomise una encomienda, comunicará el hecho a la Administración de origen en el menor plazo posible, remitiéndole los elementos probatorios.

## **ARTICULO 105**

### **Registro de encomiendas ordinarias**

1. Toda encomienda y su correspondiente boletín de expedición llevará adherida la etiqueta modelo CP8 (Unión Postal Universal), con indicación del número de orden de la pieza y el nombre de la oficina de origen.

2. Las Administraciones podrán entregar al remitente un recibo con los datos del depósito.

3. La oficina de origen aplicará en el boletín de expedición el sello indicativo de la fecha de depósito y hará constar el peso de la encomienda en kilogramos y centenas de gramos.

**ARTICULO 106****Reexpedición**

Para la reexpedición de encomiendas regirán las disposiciones contenidas en el Reglamento de ejecución del Acuerdo de la Unión Postal Universal.

**ARTICULO 107****Devolución - Cargos**

1. La oficina que devuelve una encomienda al remitente indicará sobre ésta y en el boletín de expedición la causa de la no entrega.

2. Las tasas y derechos que deban ser satisfechos por el expedidor se consignarán en la columna respectiva de la hoja de ruta CP 11 (Unión Postal Universal). En su caso, deberá acompañarse al boletín de expedición respectivo la factura de tasas CP 25 (Unión Postal Universal).

3. Cuando la oficina que devuelva una encomienda no consigne esas cantidades, la oficina que la reciba le acreditará de oficio, únicamente, la cuota parte territorial de salida y la cuota parte marítima, si correspondiere.

**ARTICULO 108****Formación de despachos**

1. Las encomiendas se anotarán en una hoja de ruta modelo CP 11 (Unión Postal Universal), con todos los detalles que ésta requiera y remitiéndose dos ejemplares de la misma a la oficina destinataria del despacho. Sin embargo, las Administraciones podrán ponerse de acuerdo para registrar las encomiendas en dicha fórmula de la manera que más convenga a su respectivo servicio.

2. Las Administraciones que decidan utilizar la tasa promedio por kilogramo, de acuerdo con las disposiciones del pá-

rrafo 2, del artículo 5, indicarán en la lista de encomiendas el número de éstas, el peso neto total y el número total de sacos que componen cada despacho.

3. Las oficinas de cambio expedidoras numerarán los despachos en forma correlativa anual para cada oficina de cambio destinataria. En el primer despacho de cada año constará el número del último despacho del año anterior.

4. Cuando se trate de encomiendas contenidas en despachos directos, las Administraciones podrán ponerse de acuerdo para que los boletines de expedición, declaraciones de aduana y demás documentos exigidos, acompañen a las encomiendas que contenga cada saco, y cuando el despacho se componga de varios sacos, todos ellos se cursarán por la misma expedición.

5. Los sacos se asegurarán con cierres que garanticen la integridad de su contenido, y llevarán una etiqueta de color amarillo ocre con la mención del número del despacho, número de orden del envase, cantidad de encomiendas que contenga y peso bruto del saco. Las etiquetas de los sacos que contengan encomiendas con valores declarados se singularizarán con la letra "V" en color rojo.

6. En el último saco de los que compongan el despacho se incluirán las hojas de ruta CP 11 (Unión Postal Universal). En la etiqueta correspondiente, además de las indicaciones señaladas en el párrafo precedente, se asentará la cantidad total de sacos que componen el despacho y se inscribirá sobre ella la letra "F".

## **ARTICULO 109**

### **Despachos en tránsito**

La oficina de cambio expedidora remitirá a cada una de las Administraciones intermedias una hoja de ruta modelo CP 12 (Unión Postal Universal) con el detalle de las bonificaciones que les correspondan. Las Administraciones convendrán la forma de remisión de ese documento.

**ARTICULO 110****Recepción y verificación de los despachos**

1. Las Administraciones adoptarán los arbitrios necesarios para que la recepción de los despachos sea inmediata a la llegada del medio de transporte que los haya conducido.

2. La oficina de cambio destinataria comprobará el estado de los sacos, sus cierres y peso consignado en la etiqueta, antes de extender recibo por el despacho, haciendo constar en el parte de entrega las anomalías observadas, que serán denunciadas a vuelta de correo a la oficina expedidora y/o a la intermediaria si así procediese. Análogo procedimiento observarán las oficinas intermediarias, en su caso, que deberán, además, informar a la de destino.

3. Si en la verificación de los documentos de servicio relativos a los despachos recibidos se comprobaren errores u omisiones, la oficina receptora llevará a cabo inmediatamente las rectificaciones necesarias, teniendo cuidado de tachar las indicaciones erróneas en forma que puedan reconocerse las anotaciones originales, y lo denunciará a origen por medio del boletín de verificación, modelo CP 13 (Unión Postal Universal) que se remitirá por duplicado. Estas rectificaciones, a menos de error evidente, prevalecerán sobre las declaraciones primitivas.

4. Cuando se comprobe la falta de encomiendas, además del formulario CP 13 (Unión Postal Universal), de que trata el párrafo anterior, se formalizará un acta documentando el hecho, que será agregada a aquel y se remitirán a la oficina de origen juntamente con el envase y su cierre completo (hilo, plomo y etiqueta).

5. Igual procedimiento se seguirá cuando se reciban encomiendas expoliadas, levantándose además un acta de verificación en formulario CP 14 (Unión Postal Universal), que se remitirá conjuntamente con el boletín de verificación CP 13 (Unión Postal Universal) y los respectivos elementos de prueba.

6. Se aplicarán las disposiciones del párrafo 3, cuando se reciban encomiendas insuficientemente embaladas o averiadas, las que se reembalarán conservando, hasta donde sea posible, el embalaje, la dirección y etiqueta originales.

7. Si la avería fuera tal que hubiese permitido la substracción del contenido, la oficina procederá a reembalar de oficio la encomienda, llenando las formalidades prescritas en el párrafo 5 y haciendo constar sobre el nuevo embalaje el peso que arrojó antes y después de esa operación. El mismo procedimiento se seguirá en caso de comprobarse una diferencia de peso que haga suponer la substracción del contenido.

8. Si los interesados formularen reservas al recibir la encomienda, se levantará en su presencia un acta CP 14 (Unión Postal Universal) por duplicado, la cual será firmada por aquellos y por los agentes postales. Un ejemplar del acta se entregará al interesado y otro quedará en poder de la Administración.

9. Cualquier irregularidad que se compruebe en una encomienda con valor declarado dará motivo a la confección de un acta modelo CP 14 (Unión Postal Universal) y a la subsiguiente remisión de los elementos de prueba (hilo, sello o plomo, etiqueta, embalaje y recipiente).

10. Si la oficina de cambio destinataria no comunicare a la expedidora, por el correo siguiente a la recepción de un despacho de encomiendas, las irregularidades o errores de cualquier naturaleza que comprobare en aquél, se dará por recibido de conformidad, salvo prueba en contrario.

11. La comprobación de irregularidades no dará lugar a la devolución de la encomienda a origen, excepto cuando así proceda por contener artículos prohibidos.

12. Los boletines de verificación, así como las actas y elementos de prueba mencionados en el presente artículo, se transmitirán como envío certificado o como encomienda de servicio, utilizando la vía más rápida.

## **ARTICULO 111**

### **Devolución de sacos vacíos**

1. Los sacos se devolverán vacíos a la Administración y, en su caso, a la oficina de cambio a que pertenezcan, por el

primer correo. La devolución se hará sin gastos y, dentro de lo posible, por la vía más rápida. Las etiquetas también serán devueltas incluidas en los sacos.

2. Con los sacos vacíos se formarán despachos independientes, debidamente singularizados, con numeración anual correlativa, detallándose en las hojas de ruta el número de cada envase devuelto o, en su defecto, la cantidad global de los mismos. Cuando por su cantidad no se justifique la formación de despachos, los sacos podrán incluirse dentro de los que contengan encomiendas.

3. Las Administraciones se hacen responsables de los sacos cuya devolución no puedan probar, reembolsando, en este caso, el valor real del envase a la Administración interesada.

## **ARTICULO 112**

### **Plazo de conservación de los documentos**

1. Los documentos del servicio de encomiendas, incluso los boletines de expedición, deberán conservarse durante el plazo mínimo de 18 meses, a contar del día siguiente a la fecha de tales documentos.

2. Los documentos relativos a un litigio o reclamación se conservarán hasta la liquidación del asunto. Si la Administración reclamante, debidamente informada del resultado de la investigación, deja pasar seis meses a partir de la fecha de la comunicación sin formular objeciones, el asunto se considerará terminado.

## **ARTICULO 113**

### **Cuentas**

1. La formación y liquidación de las cuentas concernientes al intercambio de encomiendas postales se sujetarán a las

prescripciones del Acuerdo Relativo a Encomiendas Postales de la Unión Postal Universal y su Reglamento de Ejecución.

2. El pago de las cuentas de encomiendas se hará con arreglo a lo establecido en el artículo 116 del Reglamento de Ejecución del Convenio de la Unión Postal de las Américas y España.

3. Sin embargo, todas las cuentas formuladas entre las Administraciones podrán ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses a partir de la fecha en que el País interesado reciba el balance.

## **ARTICULO 114**

### **Asuntos no previstos**

En todo lo no previsto en este Reglamento se aplicarán las disposiciones del de Ejecución del Acuerdo Relativo a Encomiendas Postales de la Unión Postal Universal, o, en su defecto, la legislación interior de cada País. Se aplicará también la legislación interior para todos los asuntos no previstos por este Reglamento en los cuales estén interesados los Países no signatarios del Acuerdo de encomiendas de la Unión Postal Universal.

## **ARTICULO 115**

### **Fecha de vigencia y duración del Reglamento**

El presente Reglamento empezará a regir en la misma fecha que el Acuerdo a que se refiere y tendrá la misma duración de éste.

En la ciudad de México, capital de los Estados Unidos Mexicanos a los dieciséis días del mes de julio del año mil novecientos sesenta y seis.

Por ARGENTINA:

ISMAEL IRINEO BRUNO

Por COLOMBIA:

  
CESAR A. PANTOJA  
ALBERTO LOZANO SIMONELLI  
TEIMO MUÑOZ BOLAÑOS  
ALFONSO SALAZAR  
HUMBERTO ZIMMERMANN

JAIME VARGAS

Por COSTA RICA

  
GUILLERMO JIMENEZ RAMIREZ  
ANTONIO WILLIS QUESADA  
CARLOS A. MORENO

Por CUBA:

FERDINAND PAGEAU

  
PABLO SILVA HORTA

READ COSELLIN

  
FRANCISCO MARTY VALDES

Por CHILE:

JOSE R M PIZARRO O'RYAN

HECTOR H QUIROGA VALDIVIESO

Por ESTADOS UNIDOS DE AMERICA:

RALPH W NICHOLSON

GREEVER ALLAN

ARMAND J. RIOUX

Por ECUADOR:

ERNESTO VALDIVIESO CHIRIBOGA

Por el SALVADOR:

ANASTASIO ANTONIO ANDRADE

Por ESTADOS UNIDOS DEL BRASIL:

GENARO BARBATO

PAULO DE PAULA E SILVA SALDANHA

GIA ROBERTO PINTACUDA

GIA ROBERTO PINTACUDA

Por ESTADOS UNIDOS MEXICANOS:

FERNANDO MAGRO SOTO

Por ESPAÑA:

GABRIEL MARTINEZ DE MATA

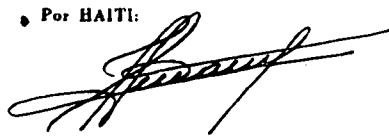
ANIBAL MARTIN GARCIA

JOSE VILANOVA

Por GUATEMALA:

PEDRO FAUSTO REYNA ALONSO

• Por HAITI:



JULIO J. PIERRE AUDAIN

Por PERU:



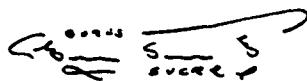
HILDEBRANDO MERINO MACHUCA

Por NICARAGUA:



EDGAR ESCOBAR FORNOS

Por PANAMA:



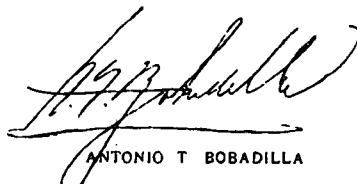
BORIS SUCRE BENJAMIN

ERNESTO CACERES BOLUARTE



JORGE GALVEZ

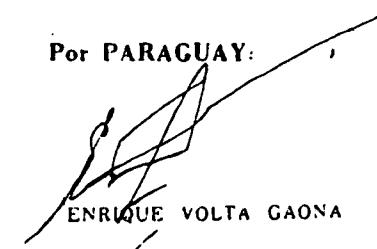
Por REPUBLICA DOMINICANA:



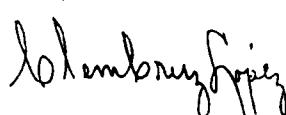
ROLANDO DOMINGO FUNG

ANTONIO T BOBADILLA

Por PARAGUAY:

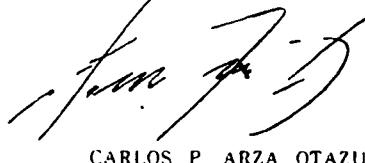


ENRIQUE VOLTA GAONA

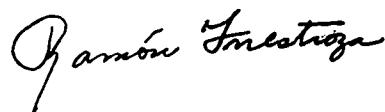


CLEMENTE A. CRUZ LOPEZ

Por REPUBLICA DE HONDURAS:



CARLOS P. ARZA OTAZU



RAMON YNESTROZA MONCADA

18 UST]

Multilateral—Parcel Post—July 16, 1966

2711

Por REPUBLICA DE VENEZUELA:

*Carlos Hartmann*  
CARLOS HARTMANN

*Manuel Guerra Gaco*  
MANUEL GUERRA GACO

Por URUGUAY:

*Maria E. Rocha de Barthaburu*  
MARIA E. ROCHA DE BARTHABURU

*Miguel Alvarez Eastman*  
MIGUEL ANGEL ALVAREZ EASTMAN

*Anibal Abadie Aicardi*  
ANIBAL ABADIE AICARDI

*Alfredo Giro Pintos*  
ALFREDO GIRO PINTOS

TLAS 6356

Having examined and considered the provisions of the foregoing Agreement Relative to Parcel Post, the Final Protocol thereto, and the Regulations of Execution of that Agreement, signed in Mexico City, capital of the United Mexican States, on the sixteenth day of July, 1966, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States.

IN WITNESS WHEREOF, I have caused the seal of the Post Office Department of the United States to be hereto affixed this 24th day of February 1967.

LAWRENCE F. O'BRIEN  
*Postmaster General*

I hereby approve the foregoing Agreement Relative to Parcel Post, the Final Protocol thereto, and the Regulations of Execution of that Agreement.

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

[SEAL]

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

*Washington, August 9, 1967*

## JAMAICA

### Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington September 29, 1967;  
Entered into force September 29, 1967;  
Effective October 1, 1966.  
With related note.*

*The Secretary of State to the Jamaican Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
*September 29, 1967*

SIR:

I refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol [¹] to extend through September 30, 1970, the Long-Term Arrangements regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [²] (hereinafter referred to as "the Long-Term Arrangements"). I also refer to recent discussions between representatives of our two Governments and to the agreement between our two Governments concerning exports of cotton textiles from Jamaica to the United States effected by an exchange of notes dated October 1, 1963, as amended. [³] I confirm, on behalf of my Government, the understanding that this agreement is replaced by a new agreement as provided in the following numbered paragraphs. This new agreement is based on our understanding that the above-mentioned Protocol will enter into force for our two Governments on October 1, 1967.

1. The term of this agreement shall be from October 1, 1966, through September 30, 1970. During the term of this agreement, the Government of Jamaica shall limit annual exports of cotton textiles from Jamaica to the United States to aggregate and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning October 1, 1966:

(a) The aggregate limit shall be 21,416,063 square yards equivalent.

<sup>1</sup> TIAS 6289; *ante*, p. 1337.

<sup>2</sup> TIAS 5240; 13 UST 2672.

<sup>3</sup> TIAS 5435, 5560; 14 UST 1391; 15 UST 342.

(b) Within this aggregate limit, the following specific limits shall apply:

Category	Quantity
45	20,000 dozen
46	450,000 dozen
47	22,000 dozen
48	9,261 dozen
50-51	182,905 dozen (of which not more than 81,034 dozen shall be in Category 50 and not more 127,334 dozen shall be in Category 51)
52	92,610 dozen
53	30,000 dozen
55	30,000 dozen
57	100,000 dozen
61	460,000 dozen

3. In the second and succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraph 4 or 5. The phrase "level of exports" in the preceding sentence refers to the aggregate and specific limits set out in paragraph 2 and to the limits set out in paragraph 8 of this agreement.

4. Within the aggregate limit, specific limits may be exceeded by not more than 5 percent.

5. (a) For any agreement year immediately following a year of shortfall (i.e., a year in which cotton textile exports from Jamaica to the United States were below the aggregate limit and any specific limit applicable to the category concerned) the Government of Jamaica may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable specific limit and shall not exceed 5 percent of the aggregate limit applicable to the year of the shortfall;

(ii) In the case of shortfalls in the categories subject to specific limits, the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall and shall be used in the same category in which the shortfall occurred; and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 4 and shall not be used to exceed the limits in paragraph 8.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 4.

(c) The carryover shall be in addition to the exports permitted by paragraph 4.

6. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in Annex A hereto shall apply. In any situation where the determination of an article to be a cotton textile is affected by whether the criterion provided for in Article 9 of the Long-Term Arrangements is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangements is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

7. Categories not given a specific limit in paragraph 2 shall be subject to the aggregate limit, and to the relevant consultation and concentration provisions of paragraph 8.

8. (a) The square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

(b) In the event the Government of Jamaica desires to permit exports during any agreement year of more than the level of the consultation limit in any category not having a specific limit, the Government of Jamaica shall request consultation with the Government of the United States of America on this question. For the first agreement year the level of the consultation limit for each category not having a specific limit shall be 405,169 square yards equivalent. The Government of the United States of America shall enter into such consultations and, during the course thereof, shall provide the Government of Jamaica with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of Jamaica shall continue to limit exports in that category for that agreement year to the consultation limit.

(c) In the event concentration of exports from Jamaica to the United States of apparel items made of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States of America may call for consultations with the Government of Jamaica in order to reach a mutually satisfactory solution to the problem. The Government of Jamaica shall agree to enter into such consultations, and, during the course thereof, shall limit its exports of the item in question to an annual level of 105 percent of its exports of that item during the 12-month period immediately preceding the month in which consultations are requested.

9. The Government of Jamaica shall use its best efforts to space exports from Jamaica 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 Jamaica with data on monthly imports of cotton textiles from Jamaica. The Government of Jamaica 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. The Government of the United States of America and the Government of Jamaica agree to consult on any question arising in the implementation of this agreement. 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.

12. If the Government of Jamaica considers that as a result of limitations specified in this agreement, Jamaica is being placed in an inequitable position vis-a-vis a third country, the Government of Jamaica 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.

13. 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 Jamaica to the United States under the procedures of Article 3 of the Long-Term Arrangements. The applicability of the Long-Term Arrangements to trade in cotton textiles between Jamaica and the United States shall otherwise be unaffected by this agreement.

14. 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 note of acceptance on behalf of the Government of Jamaica shall constitute an agreement between our Governments.

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

For the Secretary of State:

GEORGE R. JACOBS

Enclosure:  
Annex A

The Honorable  
VIVIAN COURTNEY SMITH,  
*Charge d'Affaires ad interim of Jamaica*

A N N E X A

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	Lbs.	4.6
2	Cotton Yarn, carded, plied	Lbs.	4.6
3	Cotton Yarn, combed, singles	Lbs.	4.6
4	Cotton Yarn, combed, plied	Lbs.	4.6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Printcloth, shirting type, 80×80 type, carded	Syds.	Not required
19	Printcloth, shirting type, other than 80×80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabrics, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabrics, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabrics, n.e.s., other, carded	Syds.	Not required
27	Woven fabrics, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1.084
29	Pillowcases, not ornamented, combed	Numbers	1.084
30	Towels, dish	Numbers	.348
31	Towels, other	Numbers	.348
32	Handkerchiefs, whether or not in the piece	Dozen	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	Numbers	6.2
35	Sheets, combed	Numbers	6.2
36	Bedspreads and quilts	Numbers	6.9
37	Braided and woven elastic	Lbs.	4.6
38	Fishing nets and fish netting	Lbs.	4.6
39	Gloves and mittens	Dozen	3.527
40	Hose and half hose	Doz. prs.	4.6
41	T-shirts, all white, knit men's and boys'	Dozen	7.234
42	T-shirts, other knit	Dozen	7.234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7.234
44	Sweaters and cardigans	Dozen	36.8
45	Shirts, dress, not knit, men's and boys'	Dozen	22.186
46	Shirts, sport, not knit, men's and boys'	Dozen	24.457
47	Shirts, work, not knit, men's and boys'	Dozen	22.186
48	Raincoats, ½ length or longer, not knit	Dozen	50.0
49	Coats, other, not knit	Dozen	32.5

TIAS 6357

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
50	Trousers, slacks and shorts (outer) not knit, men's and boys'	Dozen	17.797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Dozen	17.797
52	Blouses, not knit	Dozen	14.53
53	Dresses (including uniforms) not knit	Dozen	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, house-coats, and dusters, not knit	Dozen	51.0
56	Undershirts, knit, men's and boys'	Dozen	9.2
57	Briefs and undershorts, men's and boys'	Dozen	11.25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5.0
59	All other underwear, not knit	Dozen	16.0
60	Pajamas and other nightwear	Dozen	51.96
61	Brassieres and other body supporting garments	Dozen	4.75
62	Wearing apparel, knit, n.e.s.	Lbs.	4.6
63	Wearing apparel, not knit, n.e.s.	Lbs.	4.6
64	All other cotton textiles	Lbs.	4.6

*The Jamaican Chargé d'Affaires ad interim to the Secretary of State*

EMBASSY OF JAMAICA  
WASHINGTON

29th SEPTEMBER, 1967

EXCELLENCY:

I have the honour to refer to your note of September 29, 1967, concerning exports of cotton textiles from Jamaica to the United States.

I confirm, on behalf of my Government, the understanding that the agreement between our two Governments concerning exports of cotton textiles from Jamaica to the United States effected by exchange of notes dated October 1, 1963, as amended, is replaced as of October 1, 1966, by the proposals set forth in your note of September 29, 1967.

Accordingly, your note and this note shall constitute an agreement between our two Governments.

V C SMITH

[SEAL]

V. C. Smith

*Chargé d'Affaires ad interim*

The Honourable  
DEAN RUSK  
*Secretary of State*  
*of the United States of America*  
*Washington, D.C.*

*The Secretary of State to the Jamaican Chargé d'Affaires ad interim*

DEPARTMENT OF STATE  
WASHINGTON  
September 29, 1967

SIR:

I refer to notes exchanged today constituting an agreement between our two Governments concerning exports of cotton textile from Jamaica to the United States during the four year period from October 1, 1966, through September 30, 1970, inclusive, and to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade referred to therein.

Any provisions of the Agreement between our two Governments to the contrary notwithstanding, exports of 2,000,000 pounds of cotton yarn in Category 1 from Jamaica to the United States during the agreement year beginning October 1, 1966, only will not be charged against limitations in the agreement applicable to that agreement year.

Furthermore, the Government of the United States of America will consider any request made by the Government of Jamaica for permis-

sion to allow specified quantities of cotton yarn in Category 1 to be exported from Jamaica to the United States during agreement years beginning in 1967 and thereafter without being charged against the limitations of the agreement. The United States Government will inform the Government of Jamaica of the result of such consideration by the beginning of the agreement year for which the request has been made or within 30 days after the date of the request, whichever is later.

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

For the Secretary of State:

GEORGE R. JACOBS

The Honorable

VIVIAN COURTNEY SMITH,

*Charge d'Affaires ad interim of Jamaica.*

**UNITED ARAB REPUBLIC**  
**Trade in Cotton Textiles**

*Agreement effected by exchange of notes between the Secretary of State and the Ambassador of India (representing the United Arab Republic interests)*

*Signed at Washington September 29 and 30, 1967;  
Entered into force September 30, 1967.*

*The Secretary of State to the Ambassador of India*

DEPARTMENT OF STATE  
WASHINGTON  
*September 29, 1967*

**EXCELLENCY:**

I have the honor to request that Your Excellency, in your capacity as representative of the interests of the Government of the United Arab Republic, convey the following information to that Government:

"The Government of the United States of America notes that the agreement concerning trade in cotton textiles between the United States and the United Arab Republic effected by an exchange of notes on December 4, 1963,[<sup>1</sup>] hereinafter referred to as the 1963 Agreement, has an expiration date of September 30, 1967. Accordingly, the Government of the United States of America proposes that for the period from October 1, 1967, through December 31, 1967, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarter of the last agreement year under the 1963 Agreement.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of September 29, 1967, from the Secretary of State of the United States to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic.

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<sup>1</sup> TIAS 5500; 14 UST 1889.

In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this agreement."

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

For the Secretary of State:

GEORGE R. JACOBS

His Excellency

BRAJ KUMAR NEHRU,  
*Ambassador of India.*

*The Ambassador of India to the Secretary of State*

EMBASSY OF INDIA  
WASHINGTON, D.C.  
*September 30, 1967*

EXCELLENCY,

I have the honor to refer to your note of September 29, 1967 in which you request that, in my capacity as representative of the interests of the Government of the United Arab Republic, I convey the following information to that Government:

"The Government of the United States of America notes that the agreement concerning trade in cotton textiles between the United States and the United Arab Republic effected by an exchange of notes on December 4, 1963, hereinafter referred to as the 1963 Agreement, has an expiration date of September 30, 1967. Accordingly, the Government of the United States of America proposes that for the period from October 1, 1967, through December 31, 1967, the trade in cotton textiles between the United Arab Republic and the United States shall continue to be regulated in accordance with the terms applicable to the corresponding quarter of the last agreement year under the 1963 Agreement.

"If this proposal is acceptable to the Government of the United Arab Republic, the note of September 29, 1967, from the Secretary of State of the United States to the Ambassador of India and the Ambassador's reply stating that the Government of the United Arab Republic has accepted the proposal and has requested that information regarding such acceptance be communicated to the Secretary of State shall constitute an agreement between the Government of the United States and the Government of the United Arab Republic. In the absence of diplomatic relations between these two Governments, such other diplomatic channels as may be established will be utilized when appropriate under this agreement."

At the request of the Government of the United Arab Republic, I have the honor to inform you that the foregoing proposal is acceptable to that Government. Accordingly, your note of September 29, 1967, and this reply constitute an agreement between the Government of the United States of America and the Government of the United Arab Republic.

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

BRAJ KUMAR NEHRU

B. K. Nehru  
*Ambassador of India.*

The Honourable  
DEAN RUSK  
*The Secretary of State*  
*Washington, D.C.*

## MEXICO

### **Fisheries: Traditional Fishing in the Exclusive Fishery Zones Contiguous to the Territorial Seas**

*Agreement effected by exchange of notes  
Signed at Washington October 27, 1967;  
Entered into force January 1, 1968.*

*The Secretary of State to the Secretary of Foreign Relations of Mexico*

DEPARTMENT OF STATE  
WASHINGTON  
*October 27, 1967*

EXCELLENCY:

I have the honor to refer to the talks that you and Ambassador Freeman have held in the past and to the talks between representatives of the Government of the United States of America and the Government of Mexico, held in Washington, D.C., from the 15th to the 25th of May 1967, and in Mexico City, from the 11th to the 19th of September 1967, regarding the advisability that our Governments, in view of the enactment of laws on the exclusive fishing zones of the respective countries, sign an agreement regarding the continuation of traditional fishing by United States fishermen in the exclusive zone of Mexico and by Mexican fishermen in the exclusive zone of the United States of America.

As a result of these talks which were successfully terminated with agreement between the representatives of our Governments, it is a pleasure for me, through this note, to propose to Your Excellency the following:

**AGREEMENT BETWEEN THE UNITED STATES OF AMERICA  
AND THE UNITED MEXICAN STATES ON TRADITIONAL  
FISHING IN THE EXCLUSIVE FISHERY ZONES CONTIGU-  
OUS TO THE TERRITORIAL SEAS OF BOTH COUNTRIES**

Considering:

I. That the Government of the United States of America, pursuant to Public Law 89-658, approved October 14, 1966,<sup>[1]</sup> established an exclusive fishery zone contiguous to the territorial sea of the United States in which it will exercise the same exclusive rights in respect to fisheries as it has in its territorial sea, subject to the continuation of traditional fishing by the foreign states within this zone as may be recognized by the Government of the United States;

II. That the Government of Mexico, pursuant to the law of December 9, 1966, promulgated by the Mexican Congress, established the exclusive jurisdiction of Mexico, for fishing purposes, in a zone of 12 nautical miles (22,224 meters) in breadth, measured from the base line used to measure the breadth of the territorial sea, and provided that the legal regime for the exploitation of the living resources of the sea within the territorial sea extends to the entire exclusive fishery zone of the nation and that nothing contained in this law modifies in any way the legal provisions which determine the breadth of the territorial sea, and finally that Mexico's Federal Executive will determine the conditions and terms under which nationals of countries which traditionally have exploited the living resources of the sea within the 3 nautical mile zone beyond the territorial sea may be authorized to continue their activities for a period not to exceed five years, beginning on January 1, 1968;

III. That both Governments consider it necessary and convenient to establish the terms and conditions under which, without any modification of and in total accord with the laws cited in previous paragraphs I and II, fishing vessels of the United States and those of Mexico may, beginning January 1, 1968, continue their activities during five years in the waters within the exclusive fishery zone of the other country in which vessels of the same flag fished in a sustained manner during the five years immediately preceding January 1, 1968; and

IV. That both Governments state that the establishment of said terms and conditions does not imply a change of position or an abandonment of the positions maintained by each Government regarding the breadth of the territorial sea, this matter not being the object of this agreement, nor does it limit their freedom to continue

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<sup>1</sup> 80 Stat. 908; 16 U.S.C. §§1091-1094.

defending them in the international forum or in any of the ways recognized by international law;

The Government of the United States of America and the Government of the United Mexican States

Agree to establish the following terms and conditions under which American and Mexican fishermen will continue to operate in the above-mentioned waters during the established period of five years:

1. Fishing vessels of the United States will be permitted to continue their activities in the exclusive fishery zone of the United Mexican States in the Gulf of Mexico:

- (a) In the waters between 9 and 12 nautical miles off the coast of the mainland and around the islands of Mexico, measured from the baseline from which the breadth of the territorial sea is measured, bounded on the north by a line to be constructed by the International Boundary and Water Commission, United States and Mexico, as the maritime boundary between both countries, extended to the twelve nautical mile limit, and bounded on the south by a straight line connecting the geographic coordinates of 21°20'00" north latitude, 86°38'00" west longitude, and 21°20'00" north latitude, 86°35'00" west longitude (north-east of Isla Mujeres), where fishing vessels of the United States have traditionally carried on shrimp fishing, they will be permitted to continue to take shrimp and such species of fish as are taken incidentally;
- (b) United States fishing vessels will be permitted to continue to fish for snappers (genera *Lutjanus*, *Rhomboplites*, *Ocyurus*, *Etelis*, *Holocentrus*, and *Pristipomoides*), groupers (genera *Epinephelus* and *Mycteroperca*), and other genera that are captured incidentally, such as *Seriola*, *Calamus*, *Stenotomus*, *Balistes*, *Paralichthys*, *Ancyclopsetta*, and *Cyclopsetta*, in waters between 9 and 12 nautical miles around Cayo Arcas, Arrecifes Triangulos, Cayo Arenas, and Arrecifes Alacran;
- (c) The fishing referred to in subparagraphs (a) and (b) above will continue during the five years beginning January 1, 1968, at levels such that the total catch by U.S. vessels will not exceed the total in the five years immediately preceding that date.

2. In the maritime waters off the Mexican coast in the Pacific Ocean:

- (a) In the waters between 9 and 12 nautical miles measured from the baseline from which the breadth of the territorial sea is measured, off the mainland and around the islands of Mexico, bounded on the north by a line to be constructed by the International Boundary and Water Commission, United

States and Mexico, as the maritime boundary between both countries, extended to the 12 nautical mile limit and bounded on the south by a straight line connecting the geographical coordinates of  $14^{\circ}32'42''$  north latitude,  $92^{\circ}27'00''$  west longitude, and  $14^{\circ}30'36''$  north latitude,  $92^{\circ}29'18''$  west longitude, where fishing vessels of the United States have traditionally carried on fishing, they will be permitted to fish for albacore (*Thunnus alalunga*), yellowfin tuna (*Thunnus albacares*), bluefin tuna (*Thunnus thynnus*), skipjack (*Euthynnus (Katsuwonus) pelamis*), bonito (*Sarda chiliensis*), thread herring (*Opisthonema* spp.), white sea bass (*Cynoscion nobilis*), giant sea bass (*Stereolepis gigas*), rockfishes (*Sebastodes* spp.), California halibut (*Paralichthys californicus*), yellowtail (*Seriola dorsalis*), barracuda (*Sphyraena argentea*), groupers (*Mycteroperca* spp.), and such other species as are commonly taken incidentally in fishing for the above-mentioned species, and for anchoveta (*Cetengraulis mysticetus*), northern anchovy (*Engraulis mordax*) and Pacific sardine (*Sardinops caerulea*) exclusively as tuna bait fish;

- (b) The fishing referred to in subparagraph (a) above will continue during five years beginning on January 1, 1968, up to a total volume that will not exceed the total catch taken by U.S. vessels in the five years immediately preceding that date; and
- (c) U.S. fishing vessels will be permitted, during the same term of five years, to continue sport or recreational fishing in the waters indicated.

3. Mexican fishermen will be permitted to continue their activities within the exclusive fishery zone of the United States, in regards to the Gulf of Mexico:

- (a) In the waters between 9 and 12 nautical miles measured from the base line from which the breadth of the territorial sea is measured, off the mainland and around the islands of the United States, from the maritime boundary indicated in paragraph 1 (a) above to a line on the 26th parallel of north latitude connecting points 9 and 12 miles from the said baseline on the West Coast of Florida where fishing vessels of Mexico have carried on fishing traditionally and in a sustained manner, they will be permitted to fish for shrimp and other genera that are captured incidentally, as well as to fish for snappers (genera *Lutjanus*, *Rhomboplites*, *Ocyurus*, *Etelis*, *Holocentrus* and *Pristipomoides*); and
- (b) The fishing referred to in subparagraph (a) above will continue during five years beginning on January 1, 1968,

up to a total volume that will not exceed the total catch taken by Mexican vessels in the five years immediately preceding that date.

4. In the maritime waters off the United States coast on the Pacific Ocean:

- (a) In the waters between 9 and 12 nautical miles measured from the baseline from which the breadth of the territorial sea is measured, off the mainland and around the islands of the United States, from the maritime boundary indicated in paragraph 2 (a) above, to a western extension of the California-Oregon border ( $42^{\circ}$  north latitude) where fishing vessels of Mexico have carried on fishing traditionally and in a sustained manner, they will be permitted to fish for Pacific mackerel (*Pneumatophorus* spp.), yellowfin tuna (*Thunnus albacares*), bluefin tuna (*Thunnus thynnus*), albacore (*Thunnus alalunga*), yellowtail (*Seriola dorsalis*), hake (*Merluccius* spp.), giant sea bass (*Stereolepis gigas*), rockfishes (*Sebastodes* spp.), and such other species as are commonly taken incidentally in fishing for tuna, as well as anchoveta (*Cetengraulis mysticetus*), northern anchovy (*Engraulis mordax*) and Pacific sardine (*Sardinops caerulea*), these last ones exclusively as tuna bait fish; and
- (b) The fishing referred to in subparagraph (a) above will continue during five years beginning on January 1, 1968, up to a total volume that will not exceed the total catch taken by Mexican vessels in the five years immediately preceding that date.

5. In the event that the International Boundary and Water Commission, United States and Mexico, is unable to complete the lines referred to in paragraphs 1(a), 2(a), 3(a) and 4(a) prior to January 1, 1968, it will, prior to that date, for the purposes of this agreement, prepare lines to be used as provisional boundaries until the two countries are able to agree on permanent boundaries of their exclusive fishery zones.

6. In view of the fact that the catch by United States vessels within the exclusive fishery zone of Mexico and the catch by Mexican vessels within the exclusive fishery zone of the United States have not substantially increased during recent years, both Governments agree that said catches should not increase, and because of this they do not consider it necessary to establish during the five years beginning January 1, 1968 specific control measures, other than the following:

- (a) The Government of the United States of America will submit to the Government of Mexico, and the latter will submit to the former, before January 1, 1968, or, at the latest, 30 days after that date, a report designating the

areas now included within the exclusive fishery zone of the other country where its fishermen have operated in a sustained manner during the years 1963 to 1966 inclusive, indicating the species caught and the volume of each species, and the two Governments will submit to each other similar reports for the year 1967 no later than June 30, 1968;

- (b) The two Governments will report to each other before January 1, 1968, or, at the latest, 30 days after that date, the number of vessels and the types and net tonnage of said vessels as well as the types of fishing gear used during the previous years by their respective nationals;
- (c) The two Governments will exchange, no later than January 31 of each year, and at such other times as it may become necessary owing to special circumstances, lists of vessels that will operate under the terms of the present agreement;
- (d) Representatives of the two Governments will meet annually on mutually agreeable dates to review the operation of this agreement and to determine the need for any additional arrangements. To facilitate this review, the Government of the United States will submit to the Government of Mexico, and the latter will submit to the former, as soon as practicable after January 1, but not later than April 1, each year a report on the fishing activities of its nationals in the exclusive fishery zone of the other country, indicating the volume of catch of each species authorized to be taken and the areas in which such catches were made.

7. The United States and Mexican fishermen may continue to use, within the exclusive fishery zone of the other country, only vessels and fishing gear not prohibited by the laws of the respective country and of the same types as those employed during the five years prior to January 1, 1968, except that technological improvements to existing types of vessels and gear are not precluded, provided they are not inconsistent with the legislation of the respective country.

8. Notwithstanding the limitations on fishing indicated in paragraphs 1, 2, 3, 4, and 7 of this agreement, each Government may establish additional limitations when, in its judgment, they become indispensable in order to protect the living resources of the sea in the exclusive fishery zone under its jurisdiction, or when each Government or both Governments must establish extraordinary restrictions pursuant to resolutions or recommendations of international organizations of which they are members. In any of these eventualities, the interested Government will consult with the other Government before establishing the new limitations and will notify the other Government 60 days in advance of their application in order to reasonably allow the fishermen of the other country to adjust their activities accordingly.

9. The United States of America and the United Mexican States, in accordance with their respective laws on the exclusive fishery zone,

will exercise within their respective zones the same exclusive rights with respect to fisheries as they exercise in their territorial sea. Nevertheless, without renouncing their sovereign powers and in order to respect the traditional fisheries by their respective nationals in the zone of the other country during the period indicated in this agreement, both Governments state that it is their intention neither to impose duties or taxes nor to impose other fiscal obligations, nor to propose to their respective Congresses the establishment of financial burdens upon the fishermen of the other country, who, within the terms of this agreement, will continue to operate in the waters within their respective exclusive fishery zones during the five years beginning January 1, 1968.

10. Notwithstanding the provisions of the previous paragraph, if either of the two Governments, due to circumstances which may arise during the life of this agreement, should deem it necessary or convenient to establish and collect such taxes, duties or fiscal obligations from the fishermen of the other country, it will first grant the other Government the opportunity to express its point of view. If, finally, such taxes, duties or obligations are established, the other Government, in strict reciprocity, will have the right to impose identical or similar fiscal measures, within its exclusive fishery zone, upon the fishermen of the country that first applied them.

11. For purposes of this agreement, the Government of Mexico will permit only vessels flying the flag of the United States of America to continue to operate within its exclusive fishery zone. For purposes of this agreement, only vessels flying the Mexican flag will be permitted to operate within the exclusive fishery zone of the United States of America.

12. Any fishing vessel of either country operating under the present agreement which acts contrary to the provisions of the agreement will not have the protection of the agreement in the particular case and will be subject exclusively to the legal regime, penal and administrative, of the country having jurisdiction over the exclusive fisheries zone.

13. The Government of the United States understands that neither the enactment of the Mexican law on the exclusive fishery zone of the nation nor the provisions of the present agreement imply *ipso facto* and of themselves any change regarding the legal regime on the exploitation of the living resources of the Mexican territorial sea, including the provisions of Mexico's law relating to the imposition of fees and taxes on foreign fishermen who fish within Mexico's territorial sea, since the law on the fishery zone of the nation, in accordance with its Article 2 (transitory), only repeals previous provisions contrary to it, and this agreement, as was expressed in the points of initial consideration, is based on said law.

14. The Government of the United States of America will cooperate with the Government of Mexico in the formulation and execution of a program of scientific research and conservation of the stocks of shrimp and fish of common concern off the coast of Mexico,

consistent with the Convention on Fishing and Conservation of Living Resources of the High Seas, opened for signature at Geneva on April 29, 1958,<sup>[1]</sup> to which both Governments are parties. The two Governments at an appropriate time will meet to make the special arrangements necessary to formulate and execute such a program.

15. The provisions of this agreement will be enforced by the Government of the United States of America and by the Government of Mexico in their respective exclusive fishing zones.

16. This agreement shall be in effect for a period of five years beginning on January 1, 1968, provided that either Party may denounce the agreement at any time after one year from that date if in its judgment the agreement is not operating satisfactorily. Such denunciation shall have the effect of terminating the agreement six months from the date of the formal notice of denunciation.

If Your Excellency's Government agrees with the terms and conditions previously stated, that have been duly approved and accepted by my Government, I submit they be considered as a formal proposal, with the understanding that this note and the reply of Your Excellency stating the approval and acceptance of the note by the Government of Mexico, will constitute a formal agreement between our two Governments.

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

DEAN RUSK

His Excellency

ANTONIO CARRILLO FLORES,  
*Secretary of Foreign Relations of Mexico.*

*The Secretary of Foreign Relations of Mexico to the Secretary of State*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

508939

WASHINGTON, D.C., a 27 de octubre de 1967.

SEÑOR SECRETARIO:

He recibido la atenta nota de Vuestra Excelencia fechada el día de hoy, en la cual tuvo a bien transcribir los puntos de acuerdo a que llegaron los Representantes de nuestros dos países sobre los términos y condiciones en que las embarcaciones pesqueras mexicanas y norteamericanas podrán seguir operando en la Zona Exclusiva de Pesca del otro país a partir del 1o. de enero de 1968.

En dicha nota Vuestra Excelencia incluye el texto de un Convenio que, en su versión española, lee como sigue:

<sup>1</sup> TIAS 5969; 17 UST 138.

**CONVENIO ENTRE LOS ESTADOS UNIDOS DE AMERICA Y  
LOS ESTADOS UNIDOS MEXICANOS SOBRE PESCA TRA-  
DICIONAL EN LAS ZONAS EXCLUSIVAS DE PESCA  
CONTIGUAS A LOS MARES TERRITORIALES DE AMBOS  
PAISES.**

**Considerando:**

I. Que el Gobierno de los Estados Unidos de América, por Ley Pública 89-658 de 14 de octubre de 1966, estableció una Zona Exclusiva de Pesca contigua al Mar Territorial de dicho país, en la cual los Estados Unidos de América ejercerán en materia pesquera los mismos derechos exclusivos que ejercen en su Mar Territorial, con excepción de la continuación de la pesca tradicional por otros Estados dentro de dicha Zona, en la forma que pueda ser reconocida por el Gobierno estadunidense;

II. Que el Gobierno de México, mediante la Ley de 9 de diciembre de 1966, decretada por el Congreso Mexicano, fijó la jurisdicción exclusiva de los Estados Unidos Mexicanos para fines de pesca en una Zona cuya anchura es de 12 millas marinas (22,224 metros) contadas a partir de la línea de base desde la cual se mide la anchura del Mar Territorial, y dispuso que el régimen legal de la explotación de los recursos vivos del mar, dentro del Mar Territorial, se extiende a toda la Zona Exclusiva de Pesca de la Nación; que nada de lo dispuesto en dicha Ley modifica en forma alguna las disposiciones legales que fijan la anchura del Mar Territorial y, finalmente, que el Ejecutivo Federal mexicano fijará las condiciones y términos en que se podrá autorizar a los nacionales de países que hayan explotado tradicionalmente recursos vivos del mar dentro de la Zona de tres millas marinas exterior al Mar Territorial, a que continúen sus actividades durante un plazo que no excederá de cinco años, contados a partir del 1o. de enero de 1968;

III. Que los dos Gobiernos consideran necesario y conveniente establecer los términos y las condiciones en que, sin modificación alguna y de acuerdo en todo con las leyes citadas en los puntos I y II precedentes, las embarcaciones pesqueras de los Estados Unidos de América y las de México podrán, a partir del 1o. de enero de 1968, continuar durante cinco años sus actividades de pesca en las aguas comprendidas dentro de la Zona Exclusiva del otro país en las que hayan pescado en forma sostenida embarcaciones de la misma bandera durante los últimos cinco años anteriores al 1o. de enero de 1968, y

IV. Que ambos Gobiernos declaran que el establecimiento de tales términos y condiciones no implica cambio de posición o abandono de las posiciones que cada uno de ellos sostiene en cuanto a la anchura del Mar Territorial, materia que no es objeto del presente Convenio ni coarta su libertad de seguir defendiéndolas en los foros internacionales, o en cualquiera de las formas reconocidas por el derecho internacional,

El Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América.

Convienen en estipular los siguientes términos y condiciones en que los pescadores mexicanos y norteamericanos seguirán operando en las aguas antes mencionadas durante el referido plazo de cinco años:

1. Las embarcaciones pesqueras de los Estados Unidos de América podrán continuar sus actividades en la Zona Exclusiva de Pesca de los Estados Unidos Mexicanos, por lo que respecta al Golfo de México:

- a) En las aguas comprendidas entre 9 y 12 millas marinas, contadas a partir de la línea de base desde la cual se mide la anchura del Mar Territorial, frente a la costa de la tierra firme y alrededor de las islas mexicanas, desde una línea al norte que trazará la Comisión Internacional de Límites y Aguas de los dos países como frontera marítima entre los mismos, prolongada hasta la línea de las doce millas; y hasta una línea recta que une los puntos de coordenadas geográficas latitud 21°20'00" N, longitud 86°38'00" W, y latitud 21°20'00" N, longitud 86°35'00" W (Noreste de Isla Mujeres), donde las embarcaciones de los Estados Unidos de América han efectuado tradicionalmente la pesca del camarón, se les permitirá continuar la captura de esta especie con la fauna de acompañamiento incidental;
- b) Se permitirá a las embarcaciones pesqueras de los Estados Unidos de América continuar pescando huachinango (género *Lutjanus*, *Rhomboplites*, *Ocyurus*, *Etelis*, *Holocentrus* y *Pristipomoides*), mero (género *Epinephelus* y *Mycteroperca*) y otros géneros que se capturan incidentalmente, tales como *Seriola*, *Calamus*, *Stenotomus*, *Balistes*, *Paralichthys*, *Anticyclopsetta* y *Cyclopsetta*, en aguas comprendidas entre 9 y 12 millas marinas alrededor de Cayo Arcas, Arrecifes Triángulos, Cayo Arenas y Arrecifes Alacrán;
- c) La pesca a que se refieren los incisos a) y b) anteriores continuará durante cinco años a partir del 10. de enero de 1968, hasta alcanzar un volumen total que no excederá la totalidad de capturas hechas por embarcaciones norteamericanas en los últimos cinco años inmediatamente anteriores a esa fecha.

2. En cuanto a las aguas marítimas situadas frente a la costa mexicana del Océano Pacífico:

- a) En las aguas comprendidas entre 9 y 12 millas marinas contadas a partir de la línea de base desde la cual se mide la anchura del Mar Territorial, frente a la costa de la tierra firme y alrededor de las islas mexicanas, desde una línea al norte que trazará la Comisión Internacional de Límites y

Aguas de los dos países como frontera marítima entre los mismos, prolongada hasta la línea de las doce millas; y hasta una línea recta al sur que une los puntos de coordenadas geográficas latitud 14°32'42" N, longitud 92°27'00" W, y latitud 14°30'36" N, longitud 92°29'18" W, donde las embarcaciones norteamericanas han efectuado tradicionalmente la pesca, se les permitirá capturar albacora (*Thunnus alalunga*), atún de aleta amarilla (*Thunnus albacares*), atún de aleta azul (*Thunnus thynnus*), barrilete (*Euthynnus (Katsuwonus) pelamis*), bonito (*Sarda chiliensis*), arenque de hebra (*Opisthonema spp.*), corvina (*Cynoscion nobilis*), mero (*Stereolepis gigas*), pescados de roca (*Sebastodes spp.*), lenguado (*Paralichthys californicus*), jurel (*Seriola dorsalis*), barracuda (*Sphyraena argentea*), garropa (*Mycteroperca spp.*) y otras especies de acompañamiento que se capturen incidentalmente en la pesca de las antes mencionadas, así como anchoveta (*Cetengraulis mysticetus* y *Engraulis mordax*) y sardina (*Sardinops caerulea*) exclusivamente como carnada para la pesca del atún:

- b) La pesca a que se refiere el inciso a) anterior continuará durante cinco años contados a partir del 1o. de enero de 1968, hasta alcanzar un volumen total que no excederá la totalidad de capturas hechas por embarcaciones norteamericanas durante los cinco años inmediatamente anteriores a esa fecha;
- c) Se permitirá a las embarcaciones norteamericanas, durante el mismo plazo de cinco años, continuar en las aguas señaladas la pesca de recreo o deportiva.

3. Los pescadores de México podrán continuar sus actividades en la Zona Exclusiva de Pesca de los Estados Unidos de América, por lo que respecta al Golfo de México:

- a) En las aguas comprendidas entre 9 y 12 millas marinas contadas a partir de la línea de base desde la cual se mide la anchura del Mar Territorial, frente a la costa de la tierra firme y alrededor de las islas estadounidenses, desde la frontera marítima a que se refiere el párrafo 1 a) anterior, hasta una línea en el paralelo 26° latitud norte que une los puntos a 9 y 12 millas de dicha línea sobre la costa occidental de la Florida, donde las embarcaciones mexicanas han efectuado la pesca tradicionalmente y en forma sostenida, se les permitirá continuar la captura de camarón y la fauna de acompañamiento incidental, así como la de huachinango (género *Lutjanus*, *Rhomboplites*, *Ocyurus*, *Etelis*, *Holocentrus* y *Pristipomoides*);
- b) La pesca a que se refiere el inciso a) anterior continuará durante cinco años contados a partir del 1o. de enero de 1968, hasta un volumen total que no excederá de la totalidad de las

capturas hechas por embarcaciones mexicanas durante los cinco años inmediatamente anteriores a esa fecha.

4. En cuanto a las aguas marítimas situadas frente a la costa norte-americana en el Océano Pacífico:

- a) En las aguas comprendidas entre 9 y 12 millas marinas contadas a partir de la línea de base desde la cual se mide la anchura del Mar Territorial, frente a la costa de la tierra firme y alrededor de las islas estadounidenses, desde la frontera marítima a que se refiere el párrafo 2 a) anterior, hasta una línea que prolongue al occidente la frontera entre los Estados de California y Oregon (42° latitud norte), donde las embarcaciones mexicanas han efectuado la pesca tradicionalmente y en forma sostenida, se les permitirá continuar la captura de macarela (*Pneumatophorus* spp.), atún de aleta amarilla (*Thunnus albacares*), atún de aleta azul (*Thunnus thynnus*), albacora (*Thunnus alalunga*), jurel (*Seriola dorsalis*), merluza (*Merluccius* spp.), mero (*Stereolepis gigas*), pescados de roca (*Sebastodes* spp.) y otras especies incidentales que se capturan en la pesca del atún, así como anchoveta (*Cetengraulis mysticetus* y *Engraulis mordax*) y sardina (*Sardinops caerulea*), estas últimas exclusivamente como carnada para la pesca del atún;
- b) La pesca a que se refiere el inciso a) anterior continuará durante cinco años contados a partir del 10. de enero de 1968, hasta un volumen total que no excederá la totalidad de las capturas hechas por embarcaciones mexicanas durante los cinco años inmediatamente anteriores a esa fecha.

5. En caso de que la Comisión Internacional de Límites y Aguas de los dos países no pudiese precisar las líneas a que se refieren los párrafos 1 a), 2 a), 3 a) y 4 a) anteriores, antes del 10. de enero de 1968, la propia Comisión, antes de esa fecha, señalará líneas provisionales para los efectos del presente Convenio hasta que los dos países convengan en los linderos permanentes de sus Zonas Exclusivas de Pesca.

6. En vista de que la captura en aguas de la Zona Exclusiva de Pesca mexicana por parte de pescadores estadounidenses, y la captura en la Zona Exclusiva de Pesca norteamericana por parte de pescadores mexicanos, no han aumentado substancialmente en los últimos años, los dos Gobiernos convienen en que no se incremente esa captura y por ello, no estiman necesario establecer otros procedimientos específicos de control, durante los cinco años que se inician el 10. de enero de 1968, aparte de los que se señalan en seguida:

- a) El Gobierno de los Estados Unidos de América presentará al de México, y éste a aquél, antes del 10. de enero de 1968 o a más tardar treinta días después de esa fecha, un informe

sobre las áreas y puntos ahora comprendidos en la Zona Exclusiva de Pesca del otro país donde sus pescadores hayan venido operando en forma sostenida durante los años 1963 a 1966, inclusive, señalando asimismo las especies capturadas por ellos y los volúmenes de pesca de cada especie; los datos correspondientes al año 1967 podrán ser presentados hasta el 30 de junio de 1968;

- b) Los dos Gobiernos se comunicarán entre sí, antes del 1o. de enero de 1968 o más tardar treinta días después de esa fecha, el número de embarcaciones y el tipo y tonelaje neto de las mismas, así como las artes de pesca utilizadas hasta entonces por sus respectivos nacionales;
- c) Los dos Gobiernos intercambiarán, a más tardar el 31 de enero de cada año, y cada vez que resulte indispensable por circunstancias especiales, las listas de sus respectivas embarcaciones que operarán con arreglo al presente Convenio;
- d) Los Representantes de los dos Gobiernos se reunirán cada año en las fechas que señalen mutuamente para revisar la ejecución del presente Convenio y para determinar si hay necesidad de cualquier arreglo adicional. Para facilitar esta revisión, el Gobierno de los Estados Unidos de América presentará al de México, y éste a aquél, tan pronto como sea posible después del 1o. de enero pero a más tardar el 1o. de abril de cada año, un informe sobre las actividades pesqueras de sus respectivas embarcaciones en la Zona Exclusiva de Pesca del otro país, indicando el volumen de captura de cada una de las especies autorizadas y las áreas o puntos donde se hayan realizado tales capturas.

7. Los pescadores mexicanos y norteamericanos podrán seguir utilizando en la Zona Exclusiva de Pesca del otro país, únicamente embarcaciones y artes de pesca cuyo uso no esté prohibido por la legislación del Estado correspondiente y del mismo tipo que los que hayan venido empleando durante los últimos cinco años anteriores al 1o. de enero de 1968; los adelantos tecnológicos aplicables a los tipos de embarcaciones y artes de pesca existentes podrán utilizarse, siempre que no se opongan a la legislación del Estado correspondiente.

8. No obstante las condiciones de la pesca señaladas en los párrafos 1, 2, 3, 4 y 7 del presente Convenio, cualquiera de los dos Gobiernos podrá establecer limitaciones adicionales cuando, en razón de la protección de los recursos vivos del mar, resulten indispensables a juicio de cada uno de ellos en relación con la Zona Exclusiva de Pesca correspondiente a su respectiva jurisdicción, o cuando uno o ambos Gobiernos deban establecer restricciones extraordinarias en acatamiento de resoluciones o recomendaciones de organizaciones internacionales de las cuales sean miembros. En cualquiera de esas eventualidades, el Gobierno interesado consultará con el otro antes de establecer las nuevas limitaciones, las cuales notificará con una antelación de

sesenta días anteriores a su aplicación que permita razonablemente a los pescadores del otro país ajustar a ellas sus actividades.

9. México y los Estados Unidos de América, de acuerdo con sus respectivas Leyes sobre la Zona Exclusiva de Pesca, ejercerán dentro de sus correspondientes Zonas los mismos derechos exclusivos que ejercen en materia pesquera en su Mar Territorial. No obstante, sin renunciar a sus facultades soberanas y para respetar la pesca tradicional de sus respectivos nacionales en la Zona del otro país durante el plazo señalado en el presente Convenio, los dos Gobiernos manifiestan que no es su propósito cobrar derechos o impuestos ni exigir el cumplimiento de otras obligaciones fiscales, ni proponer al Congreso respectivo el establecimiento de cargas fiscales a los pescadores del otro país que, en los términos del presente Convenio, sigan operando en las aguas comprendidas dentro de su correspondiente Zona Exclusiva de Pesca durante los cinco años contados a partir del 10. de enero de 1968.

10. Sin perjuicio de lo dispuesto en el párrafo precedente, si cualquiera de los dos Gobiernos, por circunstancias que puedan presentarse durante la vigencia del presente Convenio, encontrare necesario o conveniente establecer y cobrar tales impuestos, derechos u obligaciones fiscales a los pescadores del otro país, dará oportunidad al otro Gobierno de expresar previamente sus puntos de vista. Si en definitiva llegaran a establecerse tales impuestos, derechos u obligaciones, el otro Gobierno, en estricta reciprocidad, tendrá el derecho de aplicar medidas fiscales iguales o similares dentro de su Zona Exclusiva de Pesca a los pescadores del país que las hubiere impuesto.

11. Para los fines del presente Convenio, sólo se permitirá que continúen operando en la Zona Exclusiva de Pesca de los Estados Unidos Mexicanos embarcaciones que ostenten el pabellón de los Estados Unidos de América. Para los fines del presente Convenio, podrán operar en la Zona Exclusiva de Pesca de los Estados Unidos de América, solamente embarcaciones que ostenten el pabellón de México.

12. Las embarcaciones de cualquiera de los dos países que operen con base en el presente Convenio pero actúen en forma que se oponga a alguno de sus términos, no estarán protegidos por las disposiciones del mismo Convenio en el caso particular de que se trate y quedarán sujetas exclusivamente al régimen legal, penal y administrativo, del país que tenga jurisdicción sobre la Zona Exclusiva de Pesca en donde se cometía la irregularidad.

13. El Gobierno de los Estados Unidos de América entiende que, ni la promulgación de la Ley mexicana sobre la Zona Exclusiva de pesca de la Nación, ni las disposiciones del presente Convenio, implican, *ipso facto* y por sí mismas, cambio alguno en lo que respecta al régimen legal de la explotación de los recursos vivos del Mar Territorial mexicano, incluyendo la legislación relativa a la imposición de cargas y cobro de impuestos a pescadores extranjeros que operen en dicho Mar Territorial, puesto que la Ley sobre la Zona Exclusiva

de Pesca de la Nación, de acuerdo con su Artículo 2o. Transitorio, solamente deroga las disposiciones que se opongan a la misma y el presente Convenio está celebrado, según se expresa en los puntos considerativos iniciales, con fundamento en dicha Ley.

14. El Gobierno de los Estados Unidos de América cooperará con el Gobierno de México en la formulación y ejecución de un programa de investigación científica y conservación de existencias de camarón y de peces de interés común frente a las costas marítimas de México, en consonancia con la Convención sobre Pesca y Conservación de los Recursos Vivos de Alta Mar, abierta a firma en Ginebra el 29 de abril de 1958, en la que son Parte los dos países. Los dos Gobiernos se reunirán oportunamente para concertar los arreglos especiales que sean necesarios para la formulación y ejecución de dicho programa.

15. Las disposiciones del presente Convenio serán ejecutadas por el Gobierno de los Estados Unidos de América y por el Gobierno de México en sus respectivas Zonas Exclusivas de Pesca.

16. La duración del presente Convenio será de cinco años contados a partir del 1o. de enero de 1968, pero después de un año contado desde esa fecha, cualquiera de los dos Gobiernos lo podrá dar por terminado si, a su juicio, no opera satisfactoriamente. La denuncia surtiría efecto seis meses después de su notificación formal.

Sobre el particular, me complazco en comunicar a Vuestra Excelencia que el Gobierno de México ha aprobado y aceptado los términos y condiciones arriba transcritos y, en consecuencia, la nota de Vuestra Excelencia a que antes me refiero y la presente constituyen un Convenio formal entre nuestros Gobiernos.

Me valgo de la ocasión para renovar a Vuestra Excelencia el testimonio de mi más alta y distinguida consideración.

ANTONIO CARRILLO

Al Excelentísimo Señor DEAN RUSK,  
*Secretario de Estado,*  
*Washington, D. C.*

*Translation*

MINISTRY OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

508939

WASHINGTON, D.C., October 27, 1967

MR. SECRETARY:

I have received Your Excellency's note of this date, in which you were good enough to transcribe the points of agreement reached by the representatives of our two countries on the terms and conditions under which Mexican and United States fishing vessels may continue

to operate in the exclusive fishery zone of the other country beginning January 1, 1968.

In the aforesaid note Your Excellency includes the text of an agreement which reads in Spanish translation as follows:

[For the English language text of the agreement, see p. 2725.]

In this connection, I am happy to inform Your Excellency that the Government of Mexico has approved and accepted the terms and conditions transcribed above, and, consequently, Your Excellency's note to which I refer above and this note will constitute a formal agreement between our Governments.

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

ANTONIO CARRILLO

His Excellency

DEAN RUSK,

*Secretary of State,  
Washington, D.C.*

## SPAIN

### Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington October 13, 1967;  
Entered into force October 13, 1967;  
Effective January 1, 1967.*

*The Secretary of State to the Ambassador of Spain*

DEPARTMENT OF STATE  
WASHINGTON  
October 13, 1967

EXCELLENCY:

I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol [¹] to extend through September 30, 1970, the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962 [²] (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the Agreement between our two Governments concerning exports of cotton textiles from Spain to the United States effected by an exchange of notes dated July 16, 1963, as amended.[³] I confirm, on behalf of my Government, the understanding that the 1963 Agreement, as amended, is replaced as of January 1, 1967 by this new Agreement. The new Agreement is based on our understanding that the above-mentioned Protocol has entered into force for our two Governments.

1. The term of this Agreement shall be from January 1, 1967 through December 31, 1970. During the term of this Agreement, the Government of Spain shall limit annual exports of cotton textiles from Spain to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs. It is noted that where applicable, these levels reflect a special adjustment for the first agreement year. The levels set forth in paragraphs 2, 3 and 4 for the second agreement year are five percent higher than the limits for the preceding year without this special adjustment; thus the growth factor provided for

<sup>¹</sup> Done at Geneva May 1, 1967; TIAS 6289, *ante*, p. 1337.

<sup>²</sup> TIAS 5240; 13 UST 2672.

<sup>³</sup> TIAS 5427, 5598, 5680, 5756, 6121; 14 UST 1254; 15 UST 734, 2012; 16 UST 45; 17 UST 1642.

in paragraph 7 has already been applied in arriving at these levels for the second agreement year.

2. For the first agreement year, constituting the 12-month period beginning January 1, 1967, the aggregate limit for all cotton textiles shall be 37,911,000 square yards equivalent. For the second agreement year, the aggregate limit shall be 40,341,000 square yards equivalent.

3. Within this aggregate limit, the following group limits shall apply:

<u>Groups</u>	First Agreement Year	Second Agreement Year
	(In square yards equivalent)	
A. Categories 5-27 and Category 64	21,806,000	23,100,000
B. Categories 28-63	6,932,000	7,350,000

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply:

#### Group A

<u>Categories</u>	First Agreement Year	Second Agreement Year
5/6	2,205,000 syds.	2,315,250 syds.
9	12,270,000 syds.	13,125,000 syds.
15/16	1,500,000 syds.	1,575,000 syds.
18/19	6,904,000 syds.	7,350,000 syds.
22/23	4,257,000 syds.	4,725,000 syds.
24	1,000,500 syds.	1,092,000 syds.
26(1) (duck)	1,586,000 syds.	1,680,000 syds.
26(2) (other than duck)	8,305,000 syds.	8,925,000 syds.
27	846,500 syds.	1,050,000 syds.
64(1) Chenille yarn (TSUSA No. 303.1000)	500,000 lbs.	525,000 lbs.
64(2) Other than Chenille yarn	330,750 lbs. (of which not more than 120,000 lbs. shall be of lace)	347,300 lbs. (of which not more than 126,000 lbs. shall be of lace)

#### Group B

<u>Categories</u>	First Agreement Year	Second Agreement Year
36	120,000 pcs.	131,250 pcs.
41/43	161,000 doz.	169,050 doz.
44	20,000 doz.	21,000 doz.
48	10,000 doz.	10,500 doz.
53	20,000 doz.	21,000 doz.
57/58	1,982,000 syds.	2,100,000 syds.
62	331,000 lbs.	347,550 lbs.

5. Within the aggregate limit, the limit for Group A may be exceeded by not more than 10 percent and the limit for Group B may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

6. (a) Exports of yarn in Categories 1, 2, 3 and 4 may equal the square yard equivalent of the amount by which the aggregate limit exceeds total exports in Group A and Group B; but in the event of undue concentration in exports from Spain to the United States of cotton textiles in any yarn category, the Government of the United States of America may request consultation with the Government of Spain to determine an appropriate course of action. Until a mutually satisfactory solution is reached, the Government of Spain shall limit exports in the category in question from Spain to the United States starting with the 12-month period beginning on the date of the request for consultation. This limit shall be 105 percent of the exports of such products from Spain to the United States during the most recent 12-month period preceding the request for consultation for which statistics are available to the two Governments.

(b) Within the applicable group limits for each group, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit, but, except to the extent our two Governments mutually decide that they may be exceeded, consultation limits shall apply for categories in Groups A and B that do not have specific limits. For the first agreement year, the consultation limit shall be 450,000 square yards per category in Group A and 385,875 square yards equivalent per category in Group B.

7. In succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

8. The Government of Spain shall use its best efforts to space exports from Spain to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

9. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Spain with data on monthly imports of cotton textiles from Spain. The Government of Spain shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each government agrees to supply promptly any other available relevant statistical data requested by the other government.

10. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. The Government of the United States of America and the Government of Spain agree to consult on any question arising in the implementation of the agreement.

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

13. If the Government of Spain considers that, as a result of limitations specified in this agreement, Spain is being placed in an inequitable position vis-a-vis a third country, the Government of Spain may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

14. 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 Spain to the United States under the procedures of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Spain and the United States shall otherwise be unaffected by this agreement.

15. (a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Spain to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Spain may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5% of the aggregate limit or 5% of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5% of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group

in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 6 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

16. The United States will, dependent on market conditions in the United States, consider favorably any request made by the Government of Spain for permission to allow up to 1 million pounds of yarn to be exported from Spain to the United States during the second half of 1967 without being counted against the limitations of the agreement. The United States Government will inform the Government of Spain of the result of such consideration by July 1, 1967 or within 30 days after the date of request, whichever is later. The United States Government will also consider further annual requests by the Government of Spain for permission to allow specified quantities of yarn to be exported from Spain to the United States after 1967 without being counted against the limitations in the agreement.

17. Either government may terminate this agreement effective at the end of an agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this agreement.

If the above conforms with the understanding of your Government, this note and your Excellency's note of confirmation on behalf of the Government of Spain shall constitute an Agreement between our Governments.

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

For the Secretary of State:

ANTHONY M. SOLOMON

Attachment:

ANNEX A

His Excellency

The MARQUIS DE MERRY DEL VAL,  
*Ambassador of Spain.*

ANNEX A

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Yarn, carded, singles	Lb.	4. 6
2	Yarn, carded, plied	Lb.	4. 6
3	Yarn, combed, singles	Lb.	4. 6
4	Yarn, combed, plied	Lb.	4. 6
5	Gingham, carded	Syd.	1. 0
6	Gingham, combed	Syd.	1. 0
7	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

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
49	Other coats, 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	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

*The Ambassador of Spain to the Secretary of State*

SPANISH EMBASSY  
WASHINGTON

No. 191

**EXCELLENCY:**

I have the honor to acknowledge receipt of your Note which reads as follows:

"I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol to extend through September 30, 1970, the Long-Term Arrangement Regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962 (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the Agreement between our two Governments concerning exports of cotton textiles from Spain to the United States effected by an exchange of notes dated July 16, 1963, as amended. I confirm, on behalf of my Government, the understanding that the 1963 Agreement, as amended, is replaced as of January 1, 1967 by this new Agreement. The new Agreement is based on our understanding that the above-mentioned Protocol has entered into force for our two Governments.

1. The term of this Agreement shall be from January 1, 1967 through December 31, 1970. During the term of this Agreement, the Government of Spain shall limit annual exports of cotton textiles from Spain to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs. It is noted that where applicable, these levels reflect a special adjustment for the first agreement year. The levels set forth in paragraphs 2, 3 and 4 for the second agreement year are five percent higher than the limits for the preceding year without this special adjustment; thus the growth factor provided for in paragraph 7 has already been applied in arriving at these levels for the second agreement year.

2. For the first agreement year, constituting the 12-month period beginning January 1, 1967, the aggregate limit for all cotton textiles shall be 37,911,000 square yards equivalent. For the second agreement year, the aggregate limit shall be 40,341,000 square yards equivalent.

3. Within this aggregate limit, the following group limits shall apply:

<u>Groups</u>	<u>First Agreement Year</u>	<u>Second Agreement Year</u>
	(In square yards equivalent)	
A. Categories 5-27 and Category 64	21,806,000	23,100,000
B. Categories 28-63	6,932,000	7,350,000

4. Within the aggregate limit and the applicable group limits, the following specific limits shall apply:

Group A

<u>Categories</u>	<u>First Agreement Year</u>	<u>Second Agreement Year</u>
5/6	2,205,000 syds.	2,315,250 syds.
9	12,270,000 syds.	13,125,000 syds.
15/16	1,500,000 syds.	1,575,000 syds.
18/19	6,904,000 syds.	7,350,000 syds.
22/23	4,257,000 syds.	4,725,000 syds.
24	1,000,500 syds.	1,092,000 syds.
26(1) (duck)	1,586,000 syds.	1,680,000 syds.
26(2) (other than duck)	8,305,000 syds.	8,925,000 syds.
27	846,500 syds.	1,050,000 syds.
64(1) Chenille yarn (TSUSA No. 303.1000)	500,000 lbs.	525,000 lbs.
64(2) Other than Chenille yarn	330,750 lbs. (of which not more than 120,000 lbs. shall be of lace)	347,300 lbs. (of which not more than 126,000 lbs. shall be of lace)

Group B

<u>Categories</u>	<u>First Agreement Year</u>	<u>Second Agreement Year</u>
36	120,000 pcs.	131,250 pcs.
41/43	161,000 doz.	169,050 doz.
44	20,000 doz.	21,000 doz.
48	10,000 doz.	10,500 doz.
53	20,000 doz.	21,000 doz.
57/58	1,982,000 syds.	2,100,000 syds.
62	381,000 lbs.	347,550 lbs.

5. Within the aggregate limit, the limit for Group A may be exceeded by not more than 10 percent and the limit for Group B may be exceeded by not more than 5 percent. Within the applicable group limit, as it may be adjusted under this provision, specific limits may be exceeded by not more than 5 percent.

6. (a) Exports of yarn in Categories 1, 2, 3 and 4 may equal the square yard equivalent of the amount by which the aggregate limit exceeds total exports in Group A and Group B, but in the event of undue concentration in exports from Spain to the United States of cotton textiles in any yarn category, the Government of the United States of America may request consultation with the Government of Spain to determine an appropriate course of action. Until a

mutually satisfactory solution is reached, the Government of Spain shall limit exports in the category in question from Spain to the United States starting with the 12-month period beginning on the date of the request for consultation. This limit shall be 105 percent of the exports of such products from Spain to the United States during the most recent 12-month period preceding the request for consultation for which statistics are available to the two Governments.

(b) Within the applicable group limits for each group, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit, but, except to the extent our two Governments mutually decide that they may be exceeded, consultation limits shall apply for categories in Groups A and B that do not have specific limits. For the first agreement year, the consultation limit shall be 450,000 square yards per category in Group A and 385,875 square yards equivalent per category in Group B.

7. In succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

8. The Government of Spain shall use its best efforts to space exports from Spain to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

9. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Goverment of Spain with data on monthly imports of cotton textiles from Spain. The Government of Spain shall promptly supply the Government of the United States of America with data on monthly exports of cotton textiles to the United States. Each government agrees to supply promptly any other available relevant statistical data requested by the other government.

10. In the implementation of this agreement, the system of categories and the rates of conversion into square yard equivalents listed in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. The Government of the United States of America and the Government of Spain agree to consult on any question arising in the implementation of the agreement.

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

13. If the Government of Spain considers that, as a result of limitations specified in this agreement, Spain is being placed in an inequitable position vis-a-vis a third country, the Government of Spain may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

14. 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 Spain to the United States under the procedures of Article 3 of the Long-Term Arrangement. The applicability of the Long-Term Arrangement to trade in cotton textiles between Spain and the United States shall otherwise be unaffected by this agreement.

15. (a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Spain to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of Spain may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either 5% of the aggregate limit or 5% of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred and shall not exceed 5% of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions in paragraph 5 and shall be subject to the provisions of paragraph 6 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

16. The United States will, dependent on market conditions in the United States, consider favorably any request made by the Government of Spain for permission to allow up to 1 million pounds of yarn

to be exported from Spain to the United States during the second half of 1967 without being counted against the limitations of the agreement. The United States Government will inform the Government of Spain of the result of such consideration by July 1, 1967 or within 30 days after the date of request, whichever is later. The United States Government will also consider further annual requests by the Government of Spain for permission to allow specified quantities of yarn to be exported from Spain to the United States after 1967 without being counted against the limitations in the agreement.

17. Either government may terminate this agreement effective at the end of an agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this agreement.

If the above conforms with the understanding of your Government, this note and your Excellency's note of confirmation on behalf of the Government of Spain shall constitute an Agreement between our Governments.

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

I have the honor of confirming that the Government of Spain agrees to the proposal set forth in your Note and that Your Excellency's Note and this reply, constitute an Agreement between our Governments.

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

WASHINGTON D.C., October 13th, 1967

MERRY DEL VAL

The Marquis de Merry del Val  
Ambassador of Spain

The Hon. SECRETARY OF STATE  
U.S. Department of State  
Washington D.C.

**REPUBLIC OF CHINA  
Trade in Cotton Textiles**

*Agreement effected by exchange of notes  
Signed at Washington October 12, 1967;  
Entered into force October 12, 1967;  
Effective January 1, 1967.  
With related notes.*

*The Secretary of State to the Chinese Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
*Oct 12 1967*

**EXCELLENCY:**

I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol [¹] to extend through September 30, 1970 the Long-Term Arrangement regarding International Trade in Cotton Textiles, done in Geneva on September 9, 1962 [²] (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the agreement between our two Governments concerning exports of cotton textiles from the Republic of China to the United States effected by an exchange of notes dated October 19, 1963, as amended.[³] I confirm, on behalf of my Government, the understanding that the 1963 agreement is superseded as of January 1, 1967 by the following agreement. This understanding is based on our understanding that the above-mentioned Protocol entered into force for our two Governments on October 1, 1967.

1. This agreement shall extend through December 31, 1970. During the term of the agreement the Government of the Republic of China shall limit annual exports of cotton textiles to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning January 1, 1967, the aggregate limit shall be 64,621,052 square yards equivalent.

<sup>¹</sup> Done at Geneva May 1, 1967; TIAS 6289; *ante*, p. 1337.

<sup>²</sup> TIAS 5240; 13 UST 2672.

<sup>³</sup> TIAS 5482, 5549, 5754, 5820, 5996; 14 UST 1741; 15 UST 263; 16 UST 39, 835; 17 UST 515.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

Group I (Apparel categories – Categories 39–63)	24,340,278 square yards equivalent
Group II (All other categories – Categories 1–38 & 64)	40,280,774 square yards equivalent

4. Within the applicable group limit, the following specific limits shall apply for the first agreement year:

#### A. Apparel Categories

Categories 41–42	91,072 dozen
Category 44	17,582 "
" 45	10,549 "
" 46	263,722 "
" 47	29,303 "
" 50	142,996 "
" 51	229,731 "
" 52	146,512 "
" 53	11,721 "
" 54	24,615 "
" 57	117,210 "
" 59	29,303 "
" 60	22,152 "
" 62	27,535 lbs.
" 63	146,512 "

#### B. All Other Categories

Category 5	1,057,288 syds.*
" 6	669,769 "
" 9	19,925,620 "
" 15	586,048 "
Categories 18 & 19	1,098,840 "
" 22 & 23	2,179,406 "
" 24 & 25	2,126,250 "
Category 26	3,586,612 (of which not more than 2,126,250 syds. may be in duck)
" 28	996,281 pcs.
" 30	1,758,143 "
" 32	262,060 doz.
" 34	118,804 pcs.
" 35	79,043 "
" 64	138,632 lbs.

\*Except that exports in Category 5 may amount to 75% of the total amounts permitted to be exported in Categories 5 & 6 provided the total exports in these two categories do not exceed the total limits provided for these two categories.

5. Within the aggregate limit, the limit for Group II may be exceeded by not more than 10% and the limit for Group I may be exceeded by not more than 5%. Within the applicable Group limit, as it may be adjusted under this provision specific limits may be exceeded by not more than 5%.

6. a. Within the applicable group limit for each group the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

b. In the event the Government of the Republic of China desires to export during any agreement year more than the consultation level specified herein in any category not given a specific limit it shall request consultation with the Government of the United States on this question. For the first agreement year the consultation level shall be 405,169 square yards equivalent. The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Republic of China with information on the condition of the United States market in the category in question. Until agreement is reached the Government of the Republic of China shall limit its exports in the category in question to the consultation level.

7. In the succeeding twelve-month periods for which any limitation is in force under paragraphs 2, 3, 4, 6 and 9 of this agreement, the level of exports permitted under such limitation shall be increased by five percent of the corresponding level for the preceding twelve-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

8. The Government of the Republic of China shall use its best efforts to space exports to the United States as evenly as practicable, taking into account seasonal factors.

9. The Government of the Republic of China shall limit its exports of items made of corduroy in Categories 46, 50 and 51 to a total annual limit of not more than 4,630,500 square yards for the first agreement year. In the event concentration in exports from the Republic of China to the United States of America of items of apparel made up of corduroy in Categories other than 46, 50 and 51, or items of apparel made up of other cotton fabrics causes or threatens to cause market disruption in the United States, the Government of the United States of America may call for consultations with the Government of the Republic of China in order to reach a mutually satisfactory solution to the problem. The Government of the Republic of China shall agree to enter into such consultation and, during the course thereof, the Government of the Republic of China shall limit its exports of the item in question at an annual level of 105 percent of its exports during the twelve-month period immediately preceding the month in which consultations are requested.

10. Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of China to the United States. In the implementation of this agreement, the system of categories and factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. During the term of this agreement, the United States Government shall not invoke Article 3 of the Long-Term Arrangement to limit imports of cotton textiles from the Republic of China into the United States. The applicability of the Long-Term Arrangement to trade in cotton textiles between the Republic of China and the United States shall otherwise be unaffected by this agreement.

12. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States of America relaxes measures it has taken under the Long-Term Arrangement for any of the categories, consultation may be requested by the Government of the Republic of China to remove or modify limits established for such categories by this agreement.

13. If the Government of the Republic of China considers that as a result of limits specified in this agreement 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 a view to taking appropriate remedial action such as a reasonable modification of this agreement.

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

15. (a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from the Republic of China were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of the Republic of China may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred, and shall not exceed five percent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred and shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5 and shall be subject to the provisions of paragraph 6 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5 of this agreement.

16. Either Government may terminate this agreement effective at the beginning of a new agreement year by written notice to the other Government given at least ninety days prior to the beginning of such new agreement year. Either Government may at any time propose revisions in the terms of the agreement.

If this understanding conforms with your Government's understanding, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of China shall constitute an agreement between our two Governments.

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

For the Secretary of State:

ANTHONY M. SOLOMON

His Excellency

CHOW SHU-KAI,

*Chinese Ambassador.*

ANNEX A

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	Lbs.	4.6
2	Cotton Yarn, carded, plied	Lbs.	4.6
3	Cotton Yarn, combed, singles	Lbs.	4.6
4	Cotton Yarn, combed, plied	Lbs.	4.6
5	Gingham, carded	Syds.	Not required.
6	Gingham, combed	Syds.	Not required.
7	Velveteen	Syds.	Not required.
8	Corduroy	Syds.	Not required.
9	Sheeting, carded	Syds.	Not required.
10	Sheeting, combed	Syds.	Not required.
11	Lawns, carded	Syds.	Not required.
12	Lawns, combed	Syds.	Not required.
13	Voile, carded	Syds.	Not required.
14	Voile, combed	Syds.	Not required.
15	Poplin and Broadcloth, carded	Syds.	Not required.
16	Poplin and Broadcloth, combed	Syds.	Not required.
17	Typewriter ribbon cloth	Syds.	Not required.
18	Printcloth, shirting type, 80 X 80 type, carded	Syds.	Not required.
19	Printcloth, shirting type, other than 80 X 80 type, carded	Syds.	Not required.
20	Shirting, Jacquard or dobby, carded	Syds.	Not required.
21	Shirting, Jacquard or dobby, combed	Syds.	Not required.
22	Twill and sateen, carded	Syds.	Not required.
23	Twill and sateen, combed	Syds.	Not required.
24	Woven fabrics, n.e.s., yarn dyed, carded	Syds.	Not required.
25	Woven fabrics, n.e.s., yarn dyed, combed	Syds.	Not required.
26	Woven fabrics, n.e.s., other, carded	Syds.	Not required.
27	Woven fabrics, n.e.s., other, combed	Syds.	Not required.
28	Pillowcases, not ornamented, carded	Numbers	1.084
29	Pillowcases, not ornamented, combed	Numbers	1.084
30	Towels, dish	Numbers	.348
31	Towels, other	Numbers	.348
32	Handkerchiefs, whether or not in the piece	Dozen	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	Numbers	6.2
35	Sheets, combed	Numbers	6.2
36	Bedspreads and quilts	Numbers	6.9
37	Braided and woven elastic	Lbs.	4.6
38	Fishing nets and fish netting	Lbs.	4.6
39	Gloves and mittens	Dozen	3.527
40	Hose and half hose	Doz. prs.	4.6
41	T-shirts, all white, knit men's and boys'	Dozen	7.234
42	T-shirts, other knit	Dozen	7.234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7.234
44	Sweaters and cardigans	Dozen	36.8
45	Shirts, dress, not knit, men's and boys'	Dozen	22.186
46	Shirts, sport, not knit, men's and boys'	Dozen	24.457
47	Shirts, work, not knit, men's and boys'	Dozen	22.186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Dozen	50.0

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
49	Coats, other, not knit	Dozen	32.5
50	Trousers, slacks, and shorts (outer) not knit, men's and boys'	Dozen	17.797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Dozen	17.797
52	Blouses, not knit	Dozen	14.53
53	Dresses, (including uniforms) not knit	Dozen	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51.0
56	Undershirts, knit, men's and boys'	Dozen	9.2
57	Briefs and undershorts, men's and boys'	Dozen	11.25
58	Drawers, shorts and briefs, knit, n.e.s.	Dozen	5.0
59	All other underwear, not knit	Dozen	16.0
60	Pajamas and other nightwear	Dozen	51.96
61	Brassieres and other body supporting garments	Dozen	4.75
62	Wearing apparel, knit, n.e.s.	Lbs.	4.6
63	Wearing apparel, not knit, n.e.s.	Lbs.	4.6
64	All other cotton textiles	Lbs.	4.6

*The Chinese Ambassador to the Secretary of State*

CHINESE EMBASSY  
WASHINGTON  
October 12, 1967

**EXCELLENCY:**

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 decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol to extend through September 30, 1970 the Long-Term Arrangement regarding International Trade in Cotton Textiles, done in Geneva on September 9, 1962 (hereinafter referred to as "the Long Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the agreement between our two Governments concerning exports of cotton textiles from the Republic of China to the United States effected by an exchange of notes dated October 19, 1963, as amended. I confirm, on behalf of my Government, the understanding that the 1963 agreement is superseded as of January 1, 1967 by the following agreement. This understanding is based on our understanding that the above-mentioned Protocol entered into force for our two Governments on October 1, 1967.

1. This agreement shall extend through December 31, 1970. During the term of the agreement the Government of the Republic of China shall limit annual exports of cotton textiles to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning January 1, 1967, the aggregate limit shall be 64,621,052 square yards equivalent.

3. Within the aggregate limit, the following group limits shall apply for the first agreement year:

Group I (Apparel categories — 24,340,278 syd. eq.  
Categories 39-63)

Group II (All other categories — 40,280,774 " "  
Categories 1-38 & 64)

4. Within the applicable group limit, the following specific limits shall apply for the first agreement year:

A. Apparel Categories

Categories 41-42	91,072 doz.
Category 44	17,582 doz.
" 45	10,549 doz.
" 46	263,722 doz.
" 47	29,303 doz.
" 50	142,996 doz.
" 51	229,731 doz.
" 52	146,512 doz.
" 53	11,721 doz.
" 54	24,615 doz.
" 57	117,210 doz.
" 59	29,303 doz.
" 60	22,152 doz.
" 62	27,535 lbs.
" 63	146,512 lbs.

B. All Other Categories

Category 5	1,057,288 syds.*
" 6	669,769 syds.
" 9	19,925,620 syds.
" 15	586,048 syds.
" 18 & 19	1,098,840 syds.
" 22 & 23	2,179,406 syds.
" 24 & 25	2,126,250 syds.
" 26	3,586,612 syds. - of which not more than 2,126,250 syds. may be in duck
" 28	996,281 pcs.
" 30	1,758,143 pcs.
" 32	262,060 doz.
" 34	118,804 pcs.
" 35	79,043 pcs.
" 64	138,632 lbs.

5. Within the aggregate limit, the limit for Group II may be exceeded by not more than 10% and the limit for Group I may be exceeded by not more than 5%. Within the applicable Group limit, as it may be adjusted under this provision specific limits may be exceeded by not more than 5%.

\*Except that exports in Category 5 may amount to 75 percent of the total amounts permitted to be exported in Categories 5 and 6 provided the total exports in these two categories do not exceed the total limits provided for these two categories.

6. a. Within the applicable group limit for each group the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

b. In the event the Government of the Republic of China desires to export during any agreement year more than the consultation level specified herein in any category not given a specific limit it shall request consultation with the Government of the United States on this question. For the first agreement year the consultation level shall be 405,169 square yards equivalent. The United States Government shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the Republic of China with information on the condition of the United States market in the category in question. Until agreement is reached the Government of the Republic of China shall limit its exports in the category in question to the consultation level.

7. In the succeeding twelve-month periods for which any limitation is in force under paragraphs 2, 3, 4, 6 and 9 of this agreement, the level of exports permitted under such limitation shall be increased by five percent of the corresponding level for the preceding twelve-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

8. The Government of the Republic of China shall use its best efforts to space exports to the United States as evenly as practicable, taking into account seasonal factors.

9. The Government of the Republic of China shall limit its exports of items made of corduroy in Categories 46, 50 and 51 to a total annual limit of not more than 4,630,500 square yards for the first agreement year. In the event concentration in exports from the Republic of China to the United States of America of items of apparel made up of corduroy in Categories other than 46, 50 and 51, or items of apparel made up of other cotton fabrics causes or threatens to cause market disruption in the United States, the Government of the United States of America may call for consultations with the Government of the Republic of China in order to reach a mutually satisfactory solution to the problem. The Government of the Republic of China shall agree to enter into such consultation and, during the course thereof, the Government of the Republic of China shall limit its exports of the item in question at an annual level of 105 percent of its exports during the twelve-month period immediately preceding the month in which consultations are requested.

10. Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular the Governments agree to exchange monthly data on exports and imports of cotton textiles from the Republic of China to the United

States. In the implementation of this agreement, the system of categories and factors for conversion into square yard equivalents set forth in the annex to this agreement shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

11. During the term of this agreement, the United States Government shall not invoke Article 3 of the Long-Term Arrangement to limit imports of cotton textiles from the Republic of China into the United States. The applicability of the Long-Term Arrangement to trade in cotton textiles between the Republic of China and the United States shall otherwise be unaffected by this agreement.

12. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States of America relaxes measures it has taken under the Long-Term Arrangement for any of the categories, consultation may be requested by the Government of the Republic of China to remove or modify limits established for such categories by this agreement.

13. If the Government of the Republic of China considers that as a result of limits specified in this agreement 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 a view to taking appropriate remedial action such as a reasonable modification of this agreement.

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

15. (a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which cotton textile exports from the Republic of China were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of the Republic of China may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred, and shall not exceed five percent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred and shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5 and shall be subject to the provisions of paragraph 6 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5 of this agreement.

16. Either Government may terminate this agreement effective at the beginning of a new agreement year by written notice to the other Government given at least ninety days prior to the beginning of such new agreement year. Either Government may at any time propose revisions in the terms of the agreement.

If this understanding conforms with your Government's understanding, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of China shall constitute an agreement between our two Governments."

In reply, I have the honor to state that the Government of the Republic of China concurs in the proposals quoted above and agrees that your note and the present reply shall be regarded as constituting an agreement between our two Governments on this matter.

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

CHOW SHU-KAI

Chow Shu-kai  
*Ambassador of China*

The Honorable DEAN RUSK  
*Secretary of State*  
*Department of State*  
*Washington, D. C.*

*The Secretary of State to the Chinese Ambassador*

DEPARTMENT OF STATE  
WASHINGTON  
Oct 12 1967

**EXCELLENCY:**

I have the honor to refer to the Agreement between our two Governments concerning trade in cotton textiles signed today, hereinafter referred to as the 1967 Agreement and specifically to Article 14 of the 1967 Agreement.

In view of the shipments of cotton textiles from the Republic of China since October 1, 1965 in excess of the levels for the 3rd and 4th Agreement years provided by the Agreement of October 19, 1963 as amended, hereinafter referred to as the 1963 Agreement, and in view of the transition from an Agreement year beginning on October 1 to an Agreement year beginning on January 1, my Government understands that the following actions will be taken with respect to the limits established in the 1963 and 1967 Agreements:

(a) Overshipments in the 12-month period beginning October 1, 1965 will be charged by the Government of the Republic of China against all applicable limits for the succeeding period. A detailed list of these overshipments is appended hereto as Annex A.

(b) The succeeding period referred to in (a) shall constitute the 15 months October 1, 1966–December 31, 1967. The applicable Aggregate, Group and Specific limits for this period shall be the 1st Agreement year limits in the 1967 Agreement plus one quarter of the 4th Agreement year limits under the 1963 Agreement without the reductions specified in paragraph 13a of the 1966 amendment [<sup>1</sup>] to the 1963 Agreement.

(c) To facilitate the implementation of this arrangement, Annex B is an agreed list of all the applicable Aggregate, Group and Specific limits for the succeeding period described in paragraph (b) after charging against those limits (i) the overshipment charges provided for in paragraph (a), and (ii) the exports from the Republic of China to the United States from October 1, 1966 through April 30, 1967.

(d) The Government of the Republic of China will use its best efforts to avoid overshipments for the 15-month period referred to in (b). However, to the extent that these 15-month limits are exceeded, the Government of the Republic of China agrees to charge such excess shipments against the limits applicable for the Agreement year beginning January 1, 1968. The Government of the United States of America agrees to supply, as soon after the 1st of January 1968 as may be practicable, a detailed report showing the status of United States

<sup>1</sup> TIAS 5906; 17 UST 518.

imports of cotton textiles exported from the Republic of China during this period.

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

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

For the Secretary of State:

ANTHONY M. SOLOMON

Enclosures:

1. Annex A – Overshipments
2. Annex B – Starting Totals

His Excellency

CHOW SHU-KAI,

*Chinese Ambassador.*

TIAS 6361

## COTTON TEXTILES - REPUBLIC OF CHINA

## Overshipments of Bilateral Ceilings in Year Ending September 30, 1966

## ANNEX A

			Control Level <sup>1</sup>	Imports <sup>2</sup>	Overshipments (Oct.-45 - Sept.-66)	Excess	Syd.
	Aggregate	Syd.	57, 105, 365	59, 148, 778	<u>2, 043, 413</u>		2, 043, 413
	Non-Apparel Group (1-38, 64)	Syd.	36, 850, 115	<u>38, 757, 052</u>	<u>1, 906, 937</u>		1, 906, 937
5	Gingham, carded	Syd.	562, 794	489, 573			
6	Gingham, combed	Syd.	622, 775	556, 188			
9	Sheeting, carded	Syd.	20, 953, 218	22, 041, 423	1, 088, 205	1, 088, 205	
15	Poplin & Broadcloth, carded	Syd.	702, 910	540, 211			
18/19	Printcloth	Syd.	1, 035, 770	1, 208, 783	173, 013	173, 013	
22/23	Twills & Satins	Syd.	2, 120, 831	2, 090, 585			
24/25	Yarn Dyed Fabrics	Syd.	2, 000, 000	1, 866, 548			
26	Misc. Fabrics, carded	Syd.	2, 746, 676	2, 588, 198			
(26 Duck)		Syd.	(1, 274, 811)	(1, 333, 265)	58, 452	58, 452	
28	Pillowcases, carded	No.	937, 125	582, 744			
30	Dish Towels	No.	1, 653, 750	902, 400			
32	Handkerchiefs	Doz.	246, 500	142, 971			
34	Sheets, carded	No.	117, 338	256, 182	138, 844	860, 832	
35	Sheets, combed	No.	74, 350	-----			
64	Misc. cotton manufactures	Lb.	130, 400	205, 376	68, 456	314, 888	
	Apparel Group	Syd.	20, 255, 250	20, 391, 276	<u>136, 026</u>	<u>136, 026</u>	
41/42	T-shirts	Doz.	84, 232	61, 818			
44	Sweaters	Doz.	16, 604	14, 989			
45	Dress shirts	Doz.	9, 623	8, 545			
46	Sport shirts	Doz.	203, 599	253, 694	50, 095	1, 225, 173	
47	Work shirts	Doz.	27, 563	3, 315			
50	Trousers, men's, etc.	Doz.	115, 499	117, 472	1, 973	35, 113	
51	Trousers, women, etc.	Doz.	215, 890	200, 087			
52	Blouses	Doz.	137, 813	127, 170			
53	Dresses	Doz.	11, 025	5, 848			
54	Playuits	Doz.	21, 191	19, 632			
57	Briefs & Undershorts	Doz.	115, 763	147, 742	31, 979	359, 763	
59	Underwear, not knit	Doz.	27, 563	-----			
60	Nightwear	Doz.	14, 442	17, 170	2, 728	141, 747	
62	Knit Apparel	Lb.	22, 772	3, 570			
63	Woven Apparel	Lb.	100, 000	84, 505			

<sup>1</sup> Control level for overshipped categories include swing, where allowed.<sup>2</sup> Imports include entries allowed under special directive to Customs plus other overshipments.

COTTON TEXTILES - REPUBLIC OF CHINA  
 Proposed October 1966 - December 1967 Bilateral Levels as Adjusted by October 1965 - September 1966  
 Overshipments, October 1966 - April 1967 Shipments, and May 1, 1967 Starting Balances

## ANNEX B

		Oct. 66 - Dec. 67 Proposed Levels (Adjusted by Overshipments)	Oct. 66 - Apr. 67 Shipments	May 1, 1967 Starting Level
	Aggregate	Syd.	77, 916, 170	29, 590, 960
Non-Apparel Group (1-38, 64)		Syd.	48, 011, 065	20, 866, 769
5 Ginghams, carded		Syd.	1, 318, 347	-----
6 Ginghams, combed		Syd.	835, 144	-----
9 Sheeting, carded		Syd.	23, 757, 321	13, 755, 291
15 Poplin & Broadcloth, carded		Syd.	730, 751	358, 750
18/19 Printcloth		Syd.	1, 197, 146	339, 000
22/23 Twills & Sateens		Syd.	2, 717, 531	1, 600, 001
24/25 Yarn Dyed Fabrics		Syd.	2, 651, 250	178, 639
26 Misc. Fabrics, carded (26 Duck)		Syd.	4, 472, 195	2, 390, 324
28 Pillowcases, carded		Syd.	(2, 592, 798)	(1, 459, 978)
30 Dish Towels		No.	1, 242, 276	226, 080
32 Handkerchiefs		No.	2, 192, 253	130, 000
34 Sheets, carded		No.	326, 766	7, 800
35 Sheets, combed		No.	9, 295	182, 616
64 Misc. cotton manufactures		Lb.	98, 560	98, 560
	Apparel Group	Syd.	104, 406	110, 202
41/42	T-shirts	Dos.	29, 905, 555	8, 714, 191
44 Sweaters		Dos.	113, 499	67, 617
45 Dress shirts		Dos.	21, 923	7, 400
46 Sport shirts		Dos.	13, 154	11, 100
47 Work shirts		Dos.	278, 744	88, 179
50 Trousers, men's, etc.		Dos.	36, 538	-----
51 Trousers, women's, etc.		Dos.	176, 331	79, 989
52 Blouses		Dos.	286, 455	82, 247
53 Dresses		Dos.	182, 688	41, 588
54 Playsuits		Dos.	14, 615	621
57 Briefs & Undershorts		Dos.	30, 693	6, 825
59 Underwear, not knit		Dos.	114, 172	29, 608
60 Nightwear		Dos.	36, 538	-----
62 Knit Apparel		Dos.	24, 894	4, 900
63 Woven Apparel		Lb.	34, 334	44, 635
			182, 688	52, 325
				130, 363

*The Chinese Ambassador to the Secretary of State*

CHINESE EMBASSY  
WASHINGTON  
October 12, 1967

**EXCELLENCY:**

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 our two Governments concerning trade in cotton textiles signed today, hereinafter referred to as the 1967 Agreement and specifically to Article 14 of the 1967 Agreement.

In view of the shipments of cotton textiles from the Republic of China since October 1, 1965 in excess of the levels for the 3rd and 4th Agreement years provided by the Agreement of October 19, 1963 as amended, hereinafter referred to as the 1963 Agreement, and in view of the transition from an Agreement year beginning on October 1 to an Agreement year beginning on January 1, my Government understands that the following actions will be taken with respect to the limits established in the 1963 and 1967 Agreements:

(a) Overshipments in the 12-month period beginning October 1, 1965 will be charged by the Government of the Republic of China against all applicable limits for the succeeding period. A detailed list of these overshipments is appended hereto as Annex A.

(b) The succeeding period referred to in (a) shall constitute the 15 months October 1, 1966-December 31, 1967. The applicable Aggregate, Group and Specific limits for this period shall be the 1st Agreement year limits in the 1967 Agreement plus one quarter of the 4th Agreement year limits under the 1963 Agreement without the reductions specified in paragraph 13a of the 1966 amendment to the 1963 Agreement.

(c) To facilitate the implementation of this arrangement, Annex B is an agreed list of all the applicable Aggregate, Group and Specific limits for the succeeding period described in paragraph (b) after charging against those limits (i) the overshipment charges provided for in paragraph (a), and (ii) the exports from the Republic of China to the United States from October 1, 1966 through April 30, 1967.

(d) The Government of the Republic of China will use its best efforts to avoid overshipments for the 15-month period referred to in (b). However, to the extent that these 15-month limits are exceeded, the Government of the Republic of China agrees to charge such excess shipments against the limits applicable for the Agreement year beginning January 1, 1968. The Government of the United States of America agrees to supply, as soon after the 1st of

January 1968 as may be practicable, a detailed report showing the status of United States imports of cotton textiles exported from the Republic of China during this period.

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

In reply, I have the honor to state that the Government of the Republic of China confirms the understanding set forth in your note and its attachment and to confirm acceptance by the Government of the Republic of China of all provisions therein.

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

CHOW SHU-KAI

Chow Shu-kai  
*Ambassador of China*

The Honorable DEAN RUSK  
*Secretary of State*  
*Department of State*  
*Washington, D. C.*

## MULTILATERAL

### **Economic and Technical Assistance to the Programs of Central American Integration**

*Agreement signed at Guatemala October 30, 1965;  
Entered into force September 28, 1967.*

AGREEMENT  
BETWEEN  
THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENTS  
AND MEMBERS OF  
THE ORGANIZATION OF  
CENTRAL AMERICAN STATES  
(ODECA)  
FOR ECONOMIC AND  
TECHNICAL ASSISTANCE  
TO THE PROGRAMS OF  
CENTRAL AMERICAN INTEGRATION

ACUERDO  
ENTRE  
EL GOBIERNO DE  
LOS ESTADOS UNIDOS DE AMERICA  
Y  
LOS GOBIERNOS MIEMBROS DE  
LA ORGANIZACION DE  
ESTADOS CENTROAMERICANOS  
(ODECA)  
CON RELACION A LA ASISTENCIA  
ECONOMICA Y TECNICA  
A LOS PROGRAMAS DE  
INTEGRACION CENTROAMERICANA

WHEREAS the Government of the United States of America and the Governments of the Central American Republics have joined in an Alliance for Progress, based upon self-help, mutual effort and common sacrifice, designed to bring a better way of life to the peoples of Latin America; and

WHEREAS the Governments of the Central American Republics have joined with each other to establish various regional entities in a Central American integration movement in pursuit of important objectives including those set forth under the Alliance for Progress; and

WHEREAS the Governments of the Central American Republics have constituted the Organization of Central American States (ODECA) for the purpose of coordinating their efforts, as well as to seek the joint solution of their common problems and to promote their economic, social and cultural development through cooperation and solidarity; and

CONSIDERANDO que el Gobierno de los Estados Unidos de América y los Gobiernos de las Repúblicas Centroamericanas han unido en una Alianza para el Progreso, sobre las bases de auto-asistencia, esfuerzo mutuo y sacrificio común, concebida para proporcionar a los pueblos de la América Latina una vida mejor;

CONSIDERANDO que los Gobiernos de Centro América se han unido entre sí para establecer varios organismos regionales en un proceso de integración centroamericana para lograr, entre otras cosas, las importantes metas establecidas en la Alianza para el Progreso;

CONSIDERANDO que los Gobiernos de Centro América constituyeron la Organización de Estados Centroamericanos (ODECA) para la coordinación de sus esfuerzos así como para buscar solución conjunta a sus problemas comunes y promover su desarrollo económico, social y cultural mediante la acción cooperativa y solidaria;

WHEREAS the Government of the United States of America is disposed to send a special mission to maintain liaison with the Central American regional integration entities and to lend assistance to the Central American regional effort toward regional integration; and

WHEREAS the Government of the United States of America has signed bilateral agreements with each of the member Governments of ODECA on the following dates, all of which are presently in force:

**Costa Rica:**

General Agreement for Economic, Technical and Related Assistance, San José, December 22, 1961; [<sup>1</sup>]

**El Salvador:**

General Agreement for Economic, Technical and Related Assistance, San Salvador, December 19, 1961; [<sup>2</sup>]

**Guatemala:**

General Agreement for Technical Cooperation, Guatemala City, September 1, 1954; [<sup>3</sup>]

**Honduras:**

General Agreement for Economic Cooperation, Tegucigalpa, April 12, 1961; [<sup>4</sup>]

CONSIDERANDO que el Gobierno de los Estados Unidos de América está dispuesto a enviar una misión especial a efecto de mantener enlace con las entidades regionales de integración centroamericana y para proporcionar asistencia al esfuerzo centroamericano para lograr la integración regional; y

CONSIDERANDO que el Gobierno de los Estados Unidos de América ha celebrado acuerdos bilaterales con cada uno de los Estados Miembros de la ODECA en las fechas siguientes, todos los cuales están actualmente en vigor:

**Costa Rica:**

Convenio General para la Ayuda Económica y Técnica y para Propósitos Afines, San José, 22 de diciembre de 1961;

**El Salvador:**

Convenio General para la Ayuda Económica y Técnica y para Propósitos Afines, San Salvador, 19 de diciembre de 1961;

**Guatemala:**

Convenio General de Cooperación Técnica, Guatemala, primero de septiembre de 1954;

**Honduras:**

Convenio General para la Cooperación Económica, Tegucigalpa, 12 de abril de 1961; y

<sup>1</sup> TIAS 5155; 13 UST 1978.

<sup>2</sup> TIAS 4971; 13 UST 266.

<sup>3</sup> TIAS 3068; 5 UST 2010.

<sup>4</sup> TIAS 4800; 12 UST 959.

**Nicaragua:**

**General Agreement for Economic, Technical and Related Assistance, Managua, March 30, 1962.** [<sup>1</sup>]

NOW, THEREFORE, the Government of the United States of America, represented by the Director of the Regional Office for Central America and Panama (ROCAP), and the Governments of Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua, represented by their respective Foreign Ministers, agree as follows:

**Nicaragua:**

**Convenio General de Ayuda Económica, Técnica y Conexa, Managua, 30 de marzo de 1962.**

POR TANTO, el Gobierno de los Estados Unidos de América, representado por el Director de la Oficina Regional para Centro América y Panamá (ROCAP), y los Gobiernos de Costa Rica, El Salvador, Guatemala, Honduras y Nicaragua, representados por sus respectivos Ministros de Relaciones Exteriores, acuerdan lo siguiente:

**ARTICLE I**

The Government of the United States of America shall send a special mission to maintain liaison with the Central American regional integration entities, and in order to assist in the joint effort of the Central American nations to achieve economic and social progress through the process of regional integration, shall provide such economic and technical assistance as may hereafter be requested by the respective regional integration entities and approved by representatives of the agency or agencies designated by the Government of the United States of America to administer its responsibilities hereunder.

**ARTICULO I**

El Gobierno de los Estados Unidos de América enviará una misión especial con el propósito de mantener enlace con las entidades regionales de integración centroamericana y, con el objeto de prestar asistencia en el esfuerzo conjunto de los países centroamericanos para lograr el progreso económico y social a través del proceso de integración regional, proporcionará la ayuda económica, técnica y conexa que en adelante soliciten los representantes de las respectivas entidades regionales de integración centroamericana y que sea aprobada por los representantes de la agencia o agencias designadas por el Gobierno de los Estados Unidos de América para el cumplimiento de sus obligaciones en lo que compete exclusivamente a dicho Gobierno, en virtud del presente convenio.

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<sup>1</sup> TIAS 5065; 13 UST 1208.

**ARTICLE II**

The Governments members of the Central American integration movement shall accept in their territories a special mission and its personnel to carry out the mission's functions with the Central American regional integration entities as described in Article I.

Each such Government shall accord this mission and its personnel of comparable rank the same privileges and immunities accorded the personnel and property of the special foreign assistance mission of the Government of the United States of America in its respective territory, under the bilateral agreements now in force or to be negotiated in the future.

**ARTICLE III**

The respective member governments shall accord property or funds used, or to be used in connection with the present Agreement by or on behalf of the Government of the United States of America the same exemptions to be accorded such property or funds if used in connection with the agreements cited above in Article II hereof between the Government of the United States of America and each such Government, it being the intention of this Agreement to secure for ROCAP personnel, goods, and services whatever privileges and immunities such would have received had they been associated with or used by or for a bilateral United States AID Mission in any respective member country.

**ARTICULO II**

Los Gobiernos Miembros de la ODECA aceptarán en sus territorios una Misión Especial con su respectivo personal, para llevar a cabo sus funciones con las entidades regionales centroamericanas descritas en el Artículo I.

Cada uno de dichos Gobiernos otorgará en su territorio a esa Misión y a su personal de rango comparable, los mismos privilegios e inmunidades que se otorgan, de conformidad con los respectivos convenios bilaterales citados en el preámbulo de este Convenio o en los que se negocien en el futuro, al personal y a los bienes de la Misión Especial de Asistencia Técnica al Extranjero del Gobierno de los Estados Unidos de América.

**ARTICULO III**

Los respectivos Gobiernos miembros de la ODECA otorgarán a los bienes o fondos usados, o destinados a usarse en relación con el presente Acuerdo, por el Gobierno de los Estados Unidos de América o en su nombre, las mismas exenciones que serían otorgadas a tales bienes o fondos si se usaren en relación con los convenios mencionados en el Artículo II, vigentes entre el Gobierno de los Estados Unidos de América y cada uno de dichos Gobiernos, siendo la intención de este Acuerdo garantizar al personal, bienes y servicios de la ROCAP, cualesquiera privilegios e inmunidades que hubieran recibido si hubiesen estado asociados con una Misión bilateral de la AID de los Estados Unidos en cualquiera de los países miembros, o sido usados por--o para--la referida Misión bilateral de la AID.

## ARTICLE IV

This Agreement shall enter into force between the Government of the United States of America and the Governments of ODECA on the date of the communication by which the General Secretariat of ODECA notifies the Government of the United States of America of the approval and ratification of this Agreement by all the member Governments of ODECA in accordance with their constitutional or legal procedures.<sup>[1]</sup> It shall remain in force between the Government of the United States of America and such other Governments until ninety days after either of the parties has given notice to the other of their intention to terminate the Agreement between them.

The present Agreement is signed in two copies, in the English and Spanish languages, both texts being equally authentic. One of the copies will be deposited with the General Secretariat of the Organization of Central American States, who will send certified copies to the respective Governments.

IN WITNESS of which we, the undersigned Plenipotentiaries sign this Agreement, in the City of Guatemala, the Republic of Guatemala, this thirtieth day of October nineteen-hundred-and-sixty-five.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Henry A. Du Flon

Director, Regional Office for Central America and Panama  
Director, Oficina Regional para Centro América y Panamá

<sup>1</sup> Sept. 28, 1967.

## ARTICULO IV

Este Acuerdo entrará en vigor entre el Gobierno de los Estados Unidos de América y los Gobiernos de la ODECA en la fecha de la comunicación mediante la cual la Secretaría General de la ODECA notifique al Gobierno de los Estados Unidos de América, la aprobación y ratificación de este Acuerdo por todos los Gobiernos Miembros de la ODECA de conformidad con sus procedimientos constitucionales o legales. Permanecerá en vigor entre el Gobierno de los Estados Unidos de América y dichos Gobiernos hasta noventa días después de la fecha en que cualquiera de las partes haya notificado a la otra su intención de dar por terminado el Acuerdo entre ellos.

El presente Acuerdo se suscribe en dos ejemplares, en los idiomas inglés y español, siendo ambos textos igualmente auténticos. Uno de los ejemplares quedará depositado en la Secretaría General de la Organización de Estados Centroamericanos, quien enviará copia certificada a los respectivos Gobiernos.

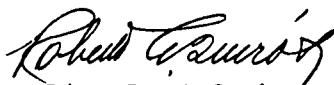
EN FE de lo cual los infrascritos Plenipotenciarios firmamos este instrumento, en la Ciudad de Guatemala, República de Guatemala, a los treinta días del mes de octubre de mil novecientos sesenta y cinco.

FOR THE GOVERNMENTS AND MEMBERS OF  
THE ORGANIZATION OF CENTRAL AMERICAN STATES:

POR LOS GOBIERNOS MIEMBROS DE  
LA ORGANIZACION DE ESTADOS CENTROAMERICANOS:



Alberto Herrarte González  
Minister of Foreign Affairs of the Republic of Guatemala  
Ministro de Relaciones Exteriores de la República de Guatemala



Roberto Eugenio Quirós  
Minister of Foreign Affairs of the Republic of El Salvador  
Ministro de Relaciones Exteriores de la República de El Salvador



Liburcio Carlos Castillo  
Minister of Foreign Affairs of the Republic of Honduras  
Ministro de Relaciones Exteriores de la República de Honduras



Alfonso Ortega Urbina  
Minister of Foreign Affairs of the Republic of Nicaragua  
Ministro de Relaciones Exteriores de la República de Nicaragua



Mario Gómez Calvo  
Minister of Foreign Affairs of the Republic of Costa Rica  
Ministro de Relaciones Exteriores de la República de Costa Rica

## **LIBERIA**

### **Agricultural Commodities**

*Agreement signed at Monrovia October 23, 1967;  
Entered into force October 23, 1967.*

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

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

Recognizing the desirability of expanding trade in agricultural  
commodities between the United States of America (hereinafter  
referred to as the exporting country) and the Republic of Liberia  
(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<sup>[1]</sup> (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:

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<sup>[1]</sup> 80 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, including the applicable annex which is an integral part of this agreement.

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

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

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

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this

agreement shall be made within the supply periods specified in the commodity table in Part II.

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

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

any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

## ARTICLE II

### A. Initial Payment

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

**B. Type of Financing**

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

**C. Deposit of Payments**

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

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

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

**ARTICLE III****A. World Trade**

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in

these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

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

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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during

the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

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

C. Self-help

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

D. Reporting

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

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

commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

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

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

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

E. Procedures for Reconciliation and Adjustment of Accounts

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

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement,

including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

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

## PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u> (Metric Tons)	<u>Maximum Export Market Value</u> (Thousands)
Rice	1968	3,800	\$800
Ocean Transportation (estimated)			<u>46</u>
Total			\$846

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment - 5 percent
2. Number of Installment Payments - 19
3. Amount of each Installment Payment - Approximately equal annual amounts
4. Due Date of First Installment Payment - 2 years after date of last delivery of commodities in any calendar year
5. Initial Interest Rate - 1 percent
6. Continuing Interest Rate - 2½ percent

ITEM III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirement</u> (Metric Tons)
Rice	1968	36,000 (of which at least 34,000 shall be imported from the United States of America)

**ITEM IV. Export Limitations:**

- A. The export limitation period shall begin on the date of this agreement and end on the final date on which said commodities are being imported or utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are rice and products thereof.

**ITEM V. Self-Help Measures:**

The Government of the importing country agrees to:

1. Give priority to agricultural development, including food crops, in the Government's budget and development planning, as evidenced by an increase in the allocation for agriculture in the Fiscal Year 1968 budget;
2. Place more adequate emphasis on practical and realistic detailed advanced planning for individual activities such as the rice zone production plan;
3. Give rigorous direction and administration to existing and new agricultural activities;
4. Give added emphasis to construction and maintenance of rural roads with priority on areas showing best potential for increased production and distribution of agricultural products;
5. Conduct studies of rice marketing to determine the effect of market mechanisms, including price policies, on production and the need for storage and processing facilities and other production incentives;
6. Strengthen systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities;
7. Provide the United States Government with information for joint review of Government of Liberia policies and programs for increasing agricultural production; and
8. Undertake such other measures as may be mutually agreed upon for the purposes

specified in Section 109(a) of the Act. Specific recommendations for these additional measures are to be provided at the time of the joint review specified in 7 above and in any event within six months of the date of the sales agreement.

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

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

PART III - FINAL PROVISIONS

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

B. This agreement shall enter into force upon signature.

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

DONE at Monrovia, in duplicate, this 23rd day of October, 1967.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

BEN H. BROWN, Jr.

FOR THE GOVERNMENT OF THE REPUBLIC OF LIBERIA:

D FRANKLIN NEAL J. COOPER

## DOLLAR CREDIT ANNEX

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

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

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

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the

initial payment payable to the Government of the exporting country, and

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

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made not later than the due date of each installment payment of principal. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the

interest shall be computed at the continuing interest rate specified in Part II of this agreement.

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

but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

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

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

## MULTILATERAL

### World Meteorological Organization

*Amendments<sup>[1]</sup> to certain articles of the convention of October 11, 1947.<sup>[2]</sup>*

*Adopted by the Fifth Congress of the World Meteorological Organization, Geneva, April 11 and 26, 1967;*

*Entered into force April 11, 1967, with respect to articles 4(b) and 12(c); entered into force April 26, 1967, with respect to article 13(a), French text; entered into force April 28, 1967, with respect to certain other articles.*

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<sup>1</sup> Texts are as certified by the Deputy Secretary General of the World Meteorological Organization, Geneva.

<sup>2</sup> TIAS 2052; 1 UST 281.

**RESOLUTION ADOPTED BY CONGRESS ON 11 APRIL 1967****Resolution 1 (Cg-V)****AMENDMENTS TO ARTICLES 4 (b) AND 12 (c) OF THE WMO CONVENTION**

THE CONGRESS,  
CONSIDERING:

- (1) That the number of Members of the Organization has considerably increased,
- (2) The advisability of having on the Executive Committee wider consultation, thus not only improving the representation of the Regions, but also increasing the number of the Directors of Meteorological Services taking an active part in the operation of the Organization,

DECIDES:

- (1) That the text of Article 4 (b) of the Convention be replaced by the following:  
“(b) There shall be a President and three Vice-Presidents of the Organization who shall also be President and Vice-Presidents of the Congress and of the Executive Committee.”;
- (2) That the first sentence of Article 12 (c) of the Convention be replaced by the following:  
“(c) Fourteen Directors of Meteorological Services of Members of the Organization, who can be replaced at sessions by alternates, provided . . .”;
- (3) That these amendments shall come into force on 11 April 1967.

**RESOLUTION ADOPEE PAR LE CONGRES LE 11 AVRIL 1967**

**Résolution 1 (Cg-V)**

**AMENDEMENTS AUX ARTICLES 4 (b) ET 12 (c) DE LA  
CONVENTION**

LE CONGRES,  
CONSIDERANT:

(1) Que le nombre des Membres de l'Organisation a sensiblement augmenté,

(2) Qu'il est souhaitable d'obtenir au sein du Comité exécutif la possibilité de consultations plus étendues, ce qui permettrait non seulement d'améliorer la représentation des Régions mais aussi d'augmenter le nombre des Directeurs des Services météorologiques qui prennent une part active à la gestion de l'Organisation,

DECIDE:

(1) Que le texte de l'article 4 (b) de la Convention est remplacé par le suivant:

“(b) L'Organisation aura un Président et trois Vice-Présidents qui seront également Président et Vice-Présidents du Congrès et du Comité exécutif.”

(2) Que la première phrase de l'article 12 (c) de la Convention sera remplacée par la suivante:

“(c) De quatorze Directeurs de Services météorologiques des Membres de l'Organisation, qui peuvent être remplacés aux sessions par des suppléants, sous réserve . . .”.

(3) Que ces amendements entreront en vigueur le 11 avril 1967.

**RESOLUTION ADOPTED BY CONGRESS ON 26 APRIL 1967****Resolution 2 (Cg-V)****AMENDMENT TO THE FRENCH TEXT OF ARTICLE 13(a)  
OF THE CONVENTION**

THE CONGRESS,

NOTING:

(1) That there is a discrepancy between the English and French texts of Article 13 (a),

(2) That the English text of this article represents the will and intent of Members,

DECIDES that the French text of Article 13 (a) be replaced by the following:

“a) de mettre à exécution les décisions prises par les Membres de l'Organisation, soit au Congrès, soit par correspondance, et de conduire les activités de l'Organisation conformément à l'esprit de ces décisions.”

**RESOLUTION ADOPTED BY CONGRESS ON 26 APRIL 1967****Resolution 3 (Cg-V)****AMENDMENTS TO THE CONVENTION OF THE WORLD  
METEOROLOGICAL ORGANIZATION**

THE CONGRESS,

NOTING:

(1) Resolution 2 (Cg-IV),  
(2) Resolution 1 (Cg-V),

CONSIDERING that the Convention as the principal working instrument of the Organization should be kept up to date in order that its efficiency may not be impaired,

HAVING EXAMINED the amendments proposed by Members in accordance with the provisions of Article 27 of the Convention and by the Executive Committee,

DECIDES:

(1) To approve the amendments to the Convention of the Organization listed in the annex to this resolution;

(2) That these amendments come into force on 28 April 1967.

**RESOLUTION ADOPEE PAR LE CONGRES LE 26 AVRIL 1967**

**Résolution 2 (Cg-V)**

**AMENDEMENT AU TEXTE FRANCAIS DE L'ARTICLE 13 (a)  
DE LA CONVENTION**

LE CONGRES,

NOTANT:

(1) qu'il existe une divergence entre les versions anglaise et française de l'article 13 (a) de la Convention,

(2) que le texte anglais de cet article représente la volonté et l'intention des Membres,

DECIDE que le texte français de l'article 13 (a) est remplacé par le texte suivant:

“(a) de mettre à exécution les décisions prises par les Membres de l'Organisation, soit au Congrès, soit par correspondance, et de conduire les activités de l'Organisation conformément à l'esprit de ces décisions.”

**RESOLUTION ADOPEE PAR LE CONGRES LE 26 AVRIL 1967**

**Résolution 3 (Cg-V)**

**AMENDEMENTS A LA CONVENTION DE L'ORGANISATION  
METEOROLOGIQUE MONDIALE**

LE CONGRES,

NOTANT:

(1) la résolution 2 (Cg-IV),  
(2) la résolution 1 (Cg-V),

CONSIDERANT que la Convention, principal instrument de travail de l'Organisation, devrait être tenue à jour afin que son efficacité ne soit pas entravée,

AYANT EXAMINE les amendements proposés par les Membres conformément aux dispositions de l'article 27 de ladite Convention et par le Comité exécutif,

DECIDE:

(1) d'approuver les amendements à la Convention de l'Organisation qui figurent à l'annexe de cette résolution;

(2) de fixer au 28 avril 1967 la date d'entrée en vigueur de ces amendements.

**Annex to Resolution 3 (Cg-V)****AMENDMENTS TO THE CONVENTION OF THE WORLD  
METEOROLOGICAL ORGANIZATION**

- (1) Amend the text of Article 2 – Purposes – paragraph (d) to read:

“(d) To further the application of meteorology to aviation, shipping, water problems, agriculture, and other human activities; and”

- (2) Insert a new Article in Part IV of the Convention entitled “Organization”, after the present Article 4 to read:

**“ARTICLE 5**

The activities of the Organization and the conduct of its affairs shall be decided by the Members of the Organization.

- (a) Such decisions shall normally be taken by Congress in session;

- (b) However, except on matters reserved in the Convention for decisions by Congress, decisions may also be taken by Members by correspondence, when urgent action is required between sessions of Congress. Such a vote shall be taken upon receipt by the Secretary-General of the request of a majority of the Members of the Organization, or when so decided by the Executive Committee.

Such votes shall be conducted in accordance with Articles 11 and 12 of the Convention and with the General Regulations (hereinafter referred to as the ‘Regulations’).”

The addition of this new Article requires all following Articles to be renumbered and all references to these Articles throughout in the Convention to be corrected accordingly.

- (3) Amend Article 9\* – Meetings – to read:

**“ARTICLE 10 – SESSIONS**

- (a) Congress shall normally be convened at intervals as near as possible to four years, at a place and on a date to be decided by the Executive Committee;
- (b) An extraordinary Congress may be convened by decision of the Executive Committee;

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\* Pre-amendment numbering of Articles, as given in the 1963 Edition of the “Basic Documents”, WMO Publication N° 15 BD.1  
[Footnote in the certified copy.]

**Annexe à la Résolution 3 (Cg-V)****AMENDEMENTS A LA CONVENTION DE  
L'ORGANISATION METEOROLOGIQUE MONDIALE**

- (1) Amender le texte du paragraphe (d) de l'article 2 – Buts – comme il suit:
- “(d) Encourager les applications de la météorologie à l'aviation, à la navigation maritime, aux problèmes de l'eau, à l'agriculture et à d'autres activités humaines; et”
- (2) Insérer le nouvel article suivant dans la partie IV de la Convention intitulée “Organisation” après l'actuel article 4:

**“ARTICLE 5**

Les activités de l'Organisation et la conduite de ses affaires font l'objet de décisions prises par les Membres de l'Organisation.

- (a) Ces décisions sont normalement prises par le Congrès en session;
- (b) Toutefois, hormis les questions réservées par la Convention à la décision du Congrès, les Membres peuvent également prendre des décisions par correspondance lorsque des mesures urgentes s'imposent entre les sessions du Congrès. Un tel vote à lieu, soit après réception par le Secrétaire général des demandes de la majorité des Membres de l'Organisation, soit sur décision du Comité exécutif.

Ces votes sont effectués conformément aux articles 11 et 12 de la Convention et au Règlement général (ci-après appelé le ‘Règlement’)."

L'adjonction de ce nouvel article entraîne la modification de la numérotation de tous les articles suivants et la correction correspondante de toutes les références à ces articles dans l'ensemble du texte de la Convention.

- (3) Amender l'article 9\* – Réunions – comme suit:

**“ARTICLE 10 – SESSIONS**

- (a) Le Congrès est normalement convoqué à des intervalles aussi proches que possible de quatre ans, le lieu et la date étant décidés par le Comité exécutif;
- (b) Un Congrès extraordinaire peut être convoqué sur décision du Comité exécutif.

\* Numérotation des articles avant l'adoption des amendements, telle qu'elle figure dans l'édition 1963 des “Documents Fondamentaux”, Publication N° 15 BD.1 de l'OMM.

[Footnote in the certified copy.]

- (c) On receipt of requests for an extraordinary Congress from one-third of the Members of the Organization, the Secretary-General shall conduct a vote by correspondence and if a simple majority of the Members are in favour, an extraordinary Congress shall be convened."

Also, as a consequence of this amendment, add Article 10(c) to the enumeration of Articles contained in the last sentence of paragraph (b) of Article 10\* – Voting.

- (4) Amend the first sentence of Article 13\* – Functions (in part VII – Executive Committee) to read:

"The Executive Committee is the executive body of the Organization and is responsible to Congress for the co-ordination of the programmes of the Organization and for the utilization of its budgetary resources in accordance with the decisions of Congress."

- (5) Insert the following new sub-paragraph (b) in the text of Article 13\* – Functions (in Part VII – Executive Committee) and change the letters identifying the present sub-paragraphs (b), (c), (d), (e), (f) and (g) accordingly:

"(b) To examine the programme and budget estimates for the following financial period prepared by the Secretary-General and to present its observations and its recommendations thereon to Congress."

- (6) Insert in Article 15\* – Voting (in Part VII – Executive Committee) the following new paragraph as paragraph (b):

"Between sessions, the Executive Committee may vote by correspondence. Such votes shall be conducted in accordance with Articles 16(a) and 17 of the Convention."

- (7) Amend Article 32\* to read:

#### "ARTICLE 33

Subject to the provisions of Article 3 of the present Convention, accession shall be effected by the deposit of an instrument of accession with the Government of the United States of America, which shall notify each Member of the Organization thereof."

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\*Pre-amendment numbering of Articles, as given in the 1963 Edition of the "Basic Documents", WMO Publication N° 15. BD.1  
[Footnote in the certified copy.]

(c) Après réception d'une demande de conocation d'un Congrès extraordinaire émanant d'un tiers des Membres de l'Organisation, le Secrétaire général procède à un vote par correspondance et si la majorité simple des Membres répond favorablement, un Congrès extraordinaire est convoqué."

En outre, à la suite de l'adoption de cet amendement, ajouter l'article 10 (c) aux articles énumérés dans la dernière phrase du paragraphe (b) de l'article 10\* – Vote.

- (4) Amender la première phrase de l'article 13\* – Fonctions (dans la partie VII – Comité exécutif) comme suit:

"Le Comité exécutif est l'organe exécutif de l'Organisation et est responsable devant le Congrès de la coordination des programmes de l'Organisation et de l'utilisation de ses ressources budgétaires conformément aux décisions du Congrès."

- (5) Insérer le nouvel alinéa (b) ci-après dans le texte de l'article 13\* – Fonctions (dans la partie VII – Comité exécutif) et changer en conséquence les lettres correspondant aux alinéas (b), (c), (d), (e), (f) et (g) suivants:

"(b) d'examiner le programme et les prévisions budgétaires préparés par le Secrétaire général pour la période financière suivante et de présenter au Congrès ses observations et ses recommandations à ce sujet."

- (6) Insérer dans l'article 15\* – Vote (partie VII – Comité exécutif) le nouvel alinéa ci-après qui constituera l'alinéa (b):

"Entre les sessions, le Comité exécutif peut voter par correspondance. De tels votes ont lieu conformément aux articles 16 (a) et 17 de la Convention."

- (7) Amender l'article 32\* de manière à lire:

#### "ARTICLE 33

Sous réserve des dispositions de l'article 3 de la présente Convention, l'adhésion pourra s'effectuer par le dépôt d'un instrument d'adhésion auprès du Gouvernement des Etats-Unis d'Amérique, lequel notifiera tous les Membres de l'Organisation."

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\*Numérotation des articles avant l'adoption des amendements, telle qu'elle figure dans l'édition 1963 des "Documents Fondamentaux", Publication N° 15 BD.1 de l'OMM.

[Footnote in the certified copy.]

## **JAPAN**

**Defense: Hawk and Nike Hercules Missile Systems**

*Agreement effected by exchange of notes  
Signed at Tokyo October 13, 1967;  
Entered into force October 13, 1967.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
No. 358

Tokyo, October 13, 1967

EXCELLENCY,

I have the honor to refer to the Mutual Defense Assistance Agreement between the United States of America and Japan signed on March 8, 1954, [<sup>1</sup>] which provides, *inter alia*, that each Government will make available to the other such equipment, materials, services, or other assistance as the Government furnishing such assistance may authorize, in accordance with such detailed arrangements as may be made between them.

The representatives of the Government of the United States of America and the Government of Japan held discussions on the program of the acquisition and production in Japan of the Hawk missile system and the Nike Hercules missile system (adapted for non-nuclear warheads) and related control systems (hereinafter jointly referred to as the "Systems") necessary to enhance the air defense of Japan. The following is the understanding by the Government of the United States of America of the results of the above-mentioned discussions.

1. In accordance with the detailed arrangements to be concluded under paragraph 3 below, the Government of Japan will buy or produce and the Government of the United States of America will sell or authorize the production of the Systems.
2. The Systems will be acquired to the maximum feasible extent through the private industrial capabilities of Japan as supplemented by such capabilities in the United States of America. When necessary, the program will be further implemented by direct sale by the Government of the United States of America to the Government of Japan.

<sup>1</sup> TIAS 2957; 5 UST 661.

3. The present understanding will be implemented in accordance with the above-mentioned Mutual Defense Assistance Agreement and arrangements concluded thereunder, including the Agreement between the Government of the United States of America and the Government of Japan to facilitate Interchange of Patent Rights and Technical Information for Purposes of Defense signed on March 22, 1956. [<sup>1</sup>] The detailed arrangements to implement the present understanding will be concluded between representatives of the competent authorities of the two Governments.
4. Financial obligations or expenditures incurred by either Government under the present understanding and all arrangements to be concluded hereunder will be subject to budget authorization pursuant to the constitutional provisions of the respective countries.

I have the honor to propose that, if the above understanding is acceptable to the Government of Japan, the present note and Your Excellency's reply of acceptance shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of Your Excellency's reply.

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

DAVID L OSBORN

His Excellency

TAKEO MIKI

*Minister for Foreign Affairs  
of Japan  
Tokyo*

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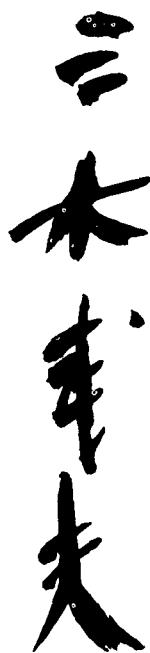
<sup>1</sup> TIAS 3585; 7 UST 1021.

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、ここに重ねて貴官に向  
かつて敬意を表します。

千九百六十七年十月十三日

日本国外務大臣



アメリカ合衆国臨時代理大使

デイヴィッド・L・オズボーン 貴下

4

実施されるものとし、その実施のための細目取極は、両政府の権限のある当局の代表者により締結されるものとする。  
この了解及びこれに基づき締結されるすべての取極に基づいていざれか一方の政府が負担する財政上の債務又は支出は、それぞれの国の憲法上の規定に従つた予算上の承認を得ることを条件とする。

本官は、この了解が日本国政府により受諾される場合には、この書簡及び受諾する旨の閣下の返簡をそ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、日本国政府が前記の了解を受諾することを日本国政府に代わつて確認し、貴官の書簡及びこの返簡を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

る計画について討議を行ないました。この討議の結果による合衆国政府の了解は、次のとおりであります。

1 3の規定に基づき締結される細目取極に従い、日本国政府は、システムを購入し又は生産し、合衆国政府は、これを販売し又は生産を承認する。

2 システムは、合衆国企業による援助を受けた日本国の民間企業の能力を可能な限り活用して入手される。必要に応じて、合衆国政府は、日本国政府に直接販売を行ない、この計画の実施を補足するものとする。

3 この了解は、前記の協定及びこれに基づく取極（昭和三十一年三月二十二日に署名された防衛目的のためにする特許権及び技術上の知識の交流を容易にするためのアメリカ合衆国政府と日本国政府との間の協定を含む。）に従つて

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

書簡をもつて啓上いたします。本大臣は、本日付けの貴官の次の書簡を受領したことを確認する光榮を有します。

本官は、千九百五十四年三月八日に署名されたアメリカ合衆国と日本国との間の相互防衛援助協定に言及する光榮を有します。同協定は、各政府が、他方の政府に対し、援助を供与する政府が承認することがある装備、資材、役務その他の援助を、両政府の間で行なうべき細目取極に従つて、使用に供するものとすることを特に規定しています。

アメリカ合衆国政府及び日本国政府の代表者は、日本国の大空防衛を強化するために必要なホーク・ミサイル・システム及びナイキ・ハイキュリーズ・ミサイル・システム（非核弾頭専用に改修された型）並びに関連指揮装置（以下「システム」と総称する。）の取得及び日本国における生産に関する

*Translation*

TOKYO, October 13, 1967

Sir,

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

[For the English language text of the note, see p. 2805.]

I have the honor to confirm on behalf of my Government that the foregoing understanding is acceptable to the Government of Japan and to agree that your note and this reply shall be regarded as constituting an agreement between the two Governments which shall enter into force on the date of this reply.

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

TAKEO MIKI  
Minister for  
Foreign Affairs  
of Japan

DAVID L. OSBORN, Esq.,  
*Chargé d'Affaires ad interim*  
*of the United States of America.*

# MEXICO

## Geodetic Satellite Observation Station

*Agreement amending the agreement of January 27 and 28, 1967.*

*Effectuated by exchange of notes*

*Signed at México and Tlatelolco October 20, 1967;*

*Entered into force October 20, 1967.*

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*The American Ambassador to the Mexican Secretary of Foreign Relations*

No. 675

MEXICO CITY, October 20, 1967

EXCELLENCY:

I have the honor to refer to my note no. 1057 of January 27, 1967, and to Your Excellency's note no. 500865 of January 28, 1967, [<sup>1</sup>] in reply establishing the bases of cooperation for a Geodetic Satellite Observation Station on Isla Socorro, in the Archipelago of Revillagigedo.

In order to verify certain observations which have been made with the instruments already on the station, and to make certain supplementary ones, I would like to propose to Your Excellency that, in addition to the technical assistance cited in paragraph 2 of the above-mentioned Agreement, the United States Government would provide the following:

a) A mobile Doppler observation station consisting of one van of Doppler equipment, two diesel-powered generators, and ancillary equipment and supplies.

b) The loan of eight civilian technicians to advise in the operation of the Doppler station.

c) Transportation to Isla Socorro of the equipment and personnel mentioned above through the port of Manzanillo, Colima.

If the foregoing is acceptable to the Government of Mexico, I have the honor to propose that this note, and Your Excellency's note in reply indicating concurrence, constitute an addition to the Agreement entered into between our two Governments through an exchange of notes on January 27 and 28, 1967.

Accept, Excellency, the assurances of my highest consideration.

FULTON FREEMAN

His Excellency

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

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<sup>1</sup> TIAS 6220; *ante*, p. 211.

*The Mexican Secretary of Foreign Relations to the American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

508894

TLATELOLCO, D. F.,  
*a 20 de octubre de 1967.*

**SEÑOR EMBAJADOR:**

Tengo a honra referirme a la atenta nota de Vuestra Excelencia número 675, fechada el día de hoy, cuyo texto vertido al español es el siguiente:

"Tengo a honra referirme a mi nota número 1057, fechada el 27 de enero de 1967, y a la nota de respuesta de Vuestra Excelencia número 500865, fechada el 28 de enero de 1967, mediante las cuales se estableció, sobre bases de cooperación, una Estación para la Observación de Satélites Geodésicos en la Isla Socorro del Archipiélago de las Revillagigedo.

A fin de verificar ciertas observaciones que ya han sido hechas con los instrumentos que se encuentran en la Estación y de hacer otras complementarias, propongo a Vuestra Excelencia que el Gobierno de los Estados Unidos, además de la asistencia técnica que se menciona en el párrafo 2 del Convenio antes aludido, proporcione la siguiente:

- a) Dotación de una estación móvil de observación "Doppler" compuesta de un remolque con equipo "Doppler", dos generadores diesel; equipo auxiliar y refacciones.
- b) Prestación de los servicios de ocho técnicos civiles para que asesoren en la operación de la estación "Doppler".
- c) El transporte a la Isla Socorro del equipo y el personal arriba mencionados se hará a través del puerto de Manzanillo, Colima.

Si lo anterior es aceptable al Gobierno de México tengo a honra proponer que esta nota y la de respuesta de Vuestra Excelencia en que se comunique su conformidad constituyan una adición al Convenio celebrado entre nuestros dos Gobiernos por Canje de Notas el 27 y 28 de enero de 1967".

En respuesta, tengo el agrado de comunicar a Vuestra Excelencia que el Gobierno de México acepta la propuesta anterior y, en consecuencia, está de acuerdo en considerar la nota número 675 antes transcrita, y la presente, como una adición formal al Convenio entre nuestros dos Gobiernos celebrado mediante Canje de Notas el 27 y 28 de enero de 1967, por el cual se estableció la Estación para la Observación de Satélites Geodésicos en la Isla Socorro del Archipiélago de las Revillagigedo.

TIAS 6366

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

ANTONIO CARRILLO

Al Excelentísimo Señor FULTON FREEMAN,  
*Embajador Extraordinario y Plenipotenciario  
de los Estados Unidos de América.  
México, D. F.*

*Translation*

MINISTRY OF FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

TLATELOLCO, D.F.,  
October 20, 1967

MR. AMBASSADOR:

I have the honor to refer to Your Excellency's note No. 675 of this date, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 2812.]

In reply, I am happy to inform Your Excellency that the Government of Mexico accepts the foregoing proposal and consequently agrees to consider that note No. 675 transcribed above and this note constitute a formal addition to the Agreement entered into between our two Governments through an exchange of notes on January 27 and 28, 1967, whereby the Geodetic Satellite Observation Station was established on Isla Socorro in the Archipelago of Revillagigedo.

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

ANTONIO CARRILLO

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

## BRAZIL

### Agricultural Commodities

*Agreement amending the agreement of December 31, 1956,  
as corrected and amended.*

*Effectuated by exchange of notes*

*Signed at Rio de Janeiro October 5, 1967;  
Entered into force October 5, 1967.*

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*The American Ambassador to the Brazilian Minister of External  
Relations*

AMERICAN EMBASSY  
RIO DE JANEIRO, October 5, 1967

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement of December 31, 1956, as corrected and amended, [<sup>1</sup>] and to Article III of that Agreement as amended by notes exchanged on February 26, 1962. [<sup>2</sup>] Pursuant to conversations which have taken place between representatives of the Government of the United States of America and the Government of Brazil concerning the operation of the Brazilian exchange system during the period June 27, 1961 through January 4, 1962, I have the honor to propose that the notes of February 26, 1962 be amended by deleting from paragraph 3 (b) the words "whichever rate of exchange quoted by the Stock Exchange at Rio de Janeiro provides the largest number of cruzeiros per U.S. dollar" and substituting in their place the words "the weighted average free (*livre*) market selling rate of exchange quoted on the Stock Exchange at Rio de Janeiro on the date of such dollar disbursement."

If the foregoing is acceptable to Your Excellency's Government, I have the honor to propose that this note together with Your Excellency's reply concurring in this proposal shall constitute an agreement between our two Governments.

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<sup>1</sup> TIAS 3725, 3864, 4074, 4144, 4183, 4239, 4311, 4639, 4644, 4775, 5011; 7 UST 3475; 8 UST 993; 9 UST 1015, 1474; 10 UST 200, 1033, 1638; 11 UST 2532, 2559; 12 UST 728; 13 UST 478.

<sup>2</sup> TIAS 5011; 13 UST 478.

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

JOHN W. TUTHILL

His Excellency

JOSÉ DE MAGALHÃES PINTO  
*Minister of External Relations*  
*Republic of Brazil*  
*Rio de Janeiro*

*The Brazilian Minister of External Relations to the American Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/283/811(22) (00)

EM 5 DE OUTUBRO DE 1967.

SENROR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota de Vossa Excelênciia, de nº 183, datada de hojo, do seguinte teor:

"I have the honor to refer to the Agricultural Commodities Agreement of December 31, 1956, as corrected and amended, and to article III of that Agreement as amended by notes exchanged on February 26, 1962. Pursuant to conversations which have taken place between representatives of the Government of the United States of America and Government of Brazil concerning the operation of the Brazilian exchange system during the period June 27, 1961 through January 4, 1962, I have the honor to propose that the notes of February 26, 1962 be amended by deleting from paragraph 3 (b) the words "whichever rate of exchange quoted by the Stock Exchange at Rio de Janeiro provides the largest number of cruzeiros per U.S. dollar" and substituting in their place the words "the weighted average free (*livre*) market selling rate of exchange quoted on the Stock Exchange at Rio de Janeiro on the date of such dollar disbursement.

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

2. Em resposta, informo Vossa Excelênciia de que o Govêrno brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelênciia os protestos da minha mais alta consideração.

JOSÉ DE MAGALHÃES PINTO

A Sua Excelênciia o Senhor JOHN W. TUTHILL,  
*Embaixador dos Estados Unidos da América.*

*Translation*

## MINISTRY OF EXTERNAL RELATIONS

DPB/DAS/DAI/233/811(22) (00)

OCTOBER 5, 1967

## MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 183 of this date, which reads as follows:

[For the English language text, see p. 2815.]

2. In reply, I inform Your Excellency that the foregoing is acceptable to the Brazilian Government.

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

JOSÉ DE MAGALHÃES PINTO

His Excellency

JOHN W. TUTHILL,

*Ambassador of the  
United States of America.*

**BRAZIL**  
**Agricultural Commodities**

*Agreement amending the agreement of May 4, 1961.*

*Effectuated by exchange of notes*

*Signed at Rio de Janeiro October 5, 1967;*

*Entered into force October 5, 1967.*

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*The American Ambassador to the Brazilian Minister of External  
Relations*

AMERICAN EMBASSY  
*Rio de Janeiro, October 5, 1967*

**EXCELLENCY:**

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed May 4, 1961, [¹] and in particular to the notes exchanged on the same date [¹] pursuant to Article III of that Agreement concerning the rate of exchange applicable to deposits of cruzeiros equivalent to (1) the dollar sales value of commodities to be purchased under the Agreement and (2) ocean transportation costs financed by the Government of the United States of America. Reference is also made to notes covering the applicable deposit rate which were exchanged on March 15, 1962 [²] but which contained discrepancies between the texts, and do not, therefore, constitute an Agreement between the Government of the United States of America and the Government of Brazil.

I have the honor to propose that, in view of the changes which have taken place in the exchange system of Brazil since the notes of May 4, 1961 were exchanged, deposits relating to dollar disbursements taking place on or after June 27, 1961, shall be made at the weighted average free (*livre*) market selling rate of exchange quoted on the Stock Exchange at Rio de Janeiro on the date of such dollar disbursement. If any deposits relating to dollar disbursements made on or after June 27, 1961 have been made at rates of exchange other than provided for in this exchange of notes, they shall be adjusted accordingly.

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<sup>¹</sup> TIAS 4918; 12 UST 3151.

<sup>²</sup> Not printed.

I further have the honor to propose that this note and Your Excellency's reply concurring in this proposal shall constitute an agreement between our two Governments.

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

JOHN W. TUTHILL

His Excellency

JOSE DE MAGALHÃES PINTO  
*Minister of External Relations*  
*Republic of Brazil*  
*Rio de Janeiro*

*The Brazilian Minister of External Relations to the American Ambassador*

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/281/811(22)(00)

EM 5 DE OUTUBRO DE 1967.

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota de Vossa Excelência, de nº 244, datada de hoje, do seguinte teor:

"EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed May 4, 1961, and in particular to the notes exchanged on the same date pursuant to Article III of that Agreement concerning the rate of exchange applicable to deposits of cruzeiros equivalent to (1) the dollar sales value of commodities to be purchased under the Agreement and (2) ocean transportation costs financed by the Government of the United States of America. Reference is also made to notes covering the applicable deposit rate which were exchanged on March 15th 1962 but which contain discrepancies between their text and do not, therefore, constitute an agreement between the Government of Brazil and United States of America.

I have the honor to propose that, in view of the changes which have taken place in the exchange system of Brazil since the notes of May 4, 1961 were exchanged, deposits relating to dollar disbursements taking place on or after June 27, 1961, shall be made at the weighted average free (*livre*) market selling rate of exchange quoted on the Stock Exchange at Rio de Janeiro on the date of such dollar disbursement. If any deposits relating to dollar disbursements made on or after June 27, 1961 have been made at rates of exchange other than those provided for in this exchange of notes, they shall be adjusted accordingly.

I further have the honor to propose that this note and Your Excellency's reply thereto shall constitute an agreement between our two Governments."

2. Em resposta, informo Vossa Excelência de que o Governo brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JOSÉ DE MAGALHÃES PINTO

A Sua Excelência o Senhor JOHN W. TUTHILL,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY OF EXTERNAL RELATIONS

DPB/DAS/DAI/231/811(22) (00)

OCTOBER 5, 1967

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 244 of this date, which reads as follows:

[For the English language text, see p. 2818.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

JOSÉ DE MAGALHÃES PINTO

His Excellency

JOHN W. TUTHILL,  
*Ambassador of the  
United States of America.*

## BRAZIL

### Agricultural Commodities

*Agreement amending the agreement of March 15, 1962, as amended.*

*Effectuated by exchange of notes*

*Signed at Rio de Janeiro October 5, 1967;*

*Entered into force October 5, 1967.*

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*The American Ambassador to the Brazilian Minister of External Relations*

AMERICAN EMBASSY

No. 245

Rio de Janeiro, October 5, 1967

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed March 15, 1962,[<sup>1</sup>] as amended,[<sup>2</sup>] and in particular to the notes exchanged on the same date[<sup>1</sup>] pursuant to Article III of that Agreement concerning the rate of exchange applicable to deposits of cruzeiros equivalent to (1) the dollar sales value of commodities to be purchased under the Agreement, and (2) ocean transportation costs financed by the Government of the United States of America.

On the basis of conversations between representatives of our two Governments, it is the understanding of the Government of the United States of America that, pursuant to the provisions of Article III, deposits of cruzeiros under this Article relating to dollar disbursements made on or after May 21, 1962, will be made at the weighted average free (*livre*) market selling rate of exchange quoted on the Stock Exchange at Rio de Janeiro on the date of such dollar disbursement. Insofar as any deposits relating to dollar disbursements taking place on or after May 21, 1962, have been made at differing rates of exchange, they shall be adjusted accordingly.

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

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<sup>1</sup> TIAS 5061; 13 UST 1167.

<sup>2</sup> TIAS 5333, 5425; 14 UST 405, 1248.

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

JOHN W. TUTHILL

His Excellency

JOSÉ DE MAGALHÃES PINTO  
Minister of External Relations  
Republic of Brazil  
Rio de Janeiro

The Brazilian Minister of External Relations to the American Ambassador

MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DAS/DAI/232/811(22)(00)

EM 5 DE OUTUBRO DE 1967

SENHOR EMBAIXADOR,

Tenho a honra de acusar recebimento da nota de Vossa Excelência de nº 245, datada de hoje, do seguinte teor:

"EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement between the Government of the United States of America and the Government of Brazil signed March 15, 1962, as amended, and in particular to the notes exchanged on the same date pursuant to Article III of that Agreement concerning the rate of exchange applicable to deposits of cruzeiros equivalent to (1) the dollar sales value of commodities to be purchased under the Agreement, and (2) ocean transportation costs financed by the Government of the United States of America.

On the basis of conversations between representatives of our two Governments, it is the understanding of the Government of the United States of America that, pursuant to the provisions of Article III, deposits of cruzeiros under this Article relating to dollar disbursements made on or after May 21, 1962, will be made at the weighted average free (*livre*) market selling rate of exchange quoted on the Stock Exchange at Rio de Janeiro on the date of such dollar disbursement. Insofar as any deposits relating to dollar disbursements taking place on or after May 21, 1962, have been made at differing rates of exchange, they shall be adjusted accordingly.

I shall appreciate receiving Your Excellency's confirmation of the foregoing understanding."

2. Em resposta, informo Vossa Excelência de que o Governo brasileiro concorda com o que acima precede.

Aproveito a oportunidade para renovar a Vossa Excelência os protestos da minha mais alta consideração.

JOSÉ DE MAGALHÃES PINTO

A Sua Excelência o Senhor JOHN W. TUTHILL,  
*Embaixador dos Estados Unidos da América.*

*Translation*

MINISTRY OF EXTERNAL RELATIONS

DPB/DAS/DAI/232/811(22)(00)

OCTOBER 5, 1967

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 245 of this date, which reads as follows:

[For the English language text, see p. 2821.]

2. In reply, I inform Your Excellency that the Brazilian Government agrees to the foregoing.

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

JOSÉ DE MAGALHÃES PINTO

His Excellency

JOHN W. TUTHILL,

*Ambassador of the*

*United States of America.*

**GHANA**  
**Agricultural Commodities**

*Agreement signed at Accra October 27, 1967;  
Entered into force October 27, 1967.*

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED  
STATES OF AMERICA AND THE GOVERNMENT OF GHANA  
FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of Ghana have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III and the Local Currency Annex of the Agreement signed March 3, 1967, [1] together with the following Part II:

**PART II PARTICULAR PROVISIONS**

**ITEM I. Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u> (Calendar Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (In Thousands)
Inedible tallow	1967	7,400 Metric Tons	\$1,125
Cotton	1967	6,000 Bales	718
Tobacco	1967	350 Metric Tons	617
Total			\$2,460

**ITEM II. Payment Terms:**

**Local Currency Terms**

1. Proportions of local currency indicated for specified purposes:
  - a. United States expenditures - 20 percent
  - b. Section 104(e) - 15 percent
  - c. Section 104(f) loans - 65 percent
2. Convertibility
  - a. Section 104(b) (1) purposes - \$49,200
  - b. Section 104(b) (2) purposes - \$24,500

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<sup>1</sup> TIAS 6245; *ante*, p. 369.

**ITEM III. Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u> (Calendar Year)	<u>Usual Marketing Requirements</u>
Inedible tallow	1967	12,000 Metric Tons
Cotton	1967	1,500 Bales
Tobacco	1967	1,150 Metric Tons

Of the usual marketing requirements at least 450 metric tons of tobacco and 1,500 bales of cotton shall be imported from the United States of America.

**ITEM IV. Export Limitations:****A. Export Limitations Period**

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

B. For the purposes of Part I, Article III A 3 of the Agreement, the commodities considered to be the same as, or like, the commodities financed under this Agreement are as follows:

<u>Commodities Financed Under this Agreement</u>	<u>Same or Like Commodities</u>
Inedible tallow	Inedible tallow
Cotton	Raw cotton and/or cotton textiles
Tobacco	Unmanufactured tobacco

**ITEM V. Self-Help Measures:**

The Agreement signed March 3, 1967 contains a description of the programs related to the production of food which are being initiated or planned by the Government of Ghana. The Government of Ghana continues to accord high priority to the execution of these programs. In addition, the Government of Ghana agrees to strengthen systems of collection, computation, and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities.

**ITEM VI. Other Provisions:**

In addition to any local currency authorized for sale under Section 104(j) of the Act, [1] the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to or through the importing country. These funds (but not the sales under Section 104(j)) are intended to cover travel by persons who are traveling on

<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which local currency may be utilized shall not be limited to service provided by the transportation facilities of the importing country.

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

DONE at Accra, Ghana, in duplicate, this twenty-seventh day of October, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

FRANKLIN H. WILLIAMS

*Ambassador*

FOR THE GOVERNMENT  
OF GHANA:

A. A. AFRIFA

*Brig [<sup>1</sup>]*

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<sup>1</sup> Brigadier.

## YUGOSLAVIA

### Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Belgrade September 26, 1967;  
Date of entry into force January 1, 1968.*

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

BELGRADE, YUGOSLAVIA,  
*September 26, 1967.*

EXCELLENCY:

I have the honor to refer to recent discussions held in Belgrade and Washington between representatives of the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia concerning exports of cotton textiles from Yugoslavia to the United States. I confirm, on behalf of my Government, the understanding that the present agreement covering this trade, signed on October 5, 1964,<sup>[1]</sup> amended today,<sup>[2]</sup> and expiring on December 31, 1967, will be succeeded by the following new agreement:

1. The term of this agreement shall be from January 1, 1968 to December 31, 1970. During the term of this agreement, the Government of the Socialist Federal Republic of Yugoslavia shall limit annual exports of cotton textiles from Yugoslavia to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.
2. For the first agreement year, constituting the 12-month period beginning January 1, 1968, the aggregate limit shall be 18,750,000 square yards equivalent.

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<sup>1</sup> TIAS 5667; 15 UST 1913.

<sup>2</sup> TIAS 6353; *ante*, p. 2522.

3. Within the aggregate limit, the following specific limits shall apply:

<u>Category</u>	<u>Level</u>
9	7.0 million square yards
18-19	1.0 million square yards
22	1.6 million square yards
26 (duck)	2.0 million square yards
26 (other)	1.5 million square yards
28-29	0.55 million square yards equivalent
31	474,150 pieces
34-35	322,580 pieces

4. Within the aggregate limit, exports of apparel (Categories 39-63) shall not exceed 1,736,438 square yards equivalent. Within this group limit on apparel exports, the following specific limits shall apply:

<u>Category</u>	<u>Level</u>
45-46-50-51	500,000 square yards equivalent (of which not more than 405,169 square yards shall be in any one of these categories)
48	3,416 doz
49	15,384 doz

5. Within the aggregate limit, the apparel group limit specified in paragraph 4 above may be exceeded by 5 percent. Within the aggregate limit and, if applicable, within the apparel group limit established in paragraph 4, as it may be adjusted under this provision, specific limits may be exceeded by 5 percent.

6. In the second and succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

7. Within the aggregate limit and, if applicable the apparel group limit, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

8. In the event Yugoslavia desires to export during any agreement year more than the consultation level established herein in any category not given a specific limit, the Government of the Socialist Federal Republic of Yugoslavia shall request consultations with the Government of the United States of America on this question. The Government of the United States of America shall agree to enter into such consultations and during the course thereof, shall provide the

Government of the Socialist Federal Republic of Yugoslavia with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Socialist Federal Republic of Yugoslavia shall limit its exports in the category in question to the consultation level. During the first agreement year, the consultation level for each apparel category not given a specific limit shall be 405,169 square yards equivalent, and for each other category not given a specific limit shall be 500,000 square yards equivalent.

9. The Government of the Socialist Federal Republic of Yugoslavia shall use its best efforts to space exports from Yugoslavia 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 the Socialist Federal Republic of Yugoslavia with data on monthly imports of cotton textiles from Yugoslavia. The Government of the Socialist Federal Republic of Yugoslavia 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 yard equivalents listed in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 [1] (hereinafter referred to as the Long-Term Arrangement) is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

12. The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia agree to consult on any question arising in the implementation of the agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement with respect to categories given ceilings herein, consultation may be requested by the Government of the Socialist Federal Republic of Yugoslavia to negotiate removal or modification of those ceilings.

13. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the imple-

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<sup>1</sup> TIAS 5240; 13 UST 2678.

mentation of this agreement including differences in points of procedure or operation.

14. If the Government of the Socialist Federal Republic of Yugoslavia considers that as a result of limitations specified in this agreement, Yugoslavia is being placed in an inequitable position vis-a-vis a third country, the Government of the Socialist Federal Republic of Yugoslavia 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.

15. (a) For any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from Yugoslavia to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of the Socialist Federal Republic of Yugoslavia may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of the shortfall in either the aggregate limit or, if applicable, the apparel group or any applicable specific limit and shall not exceed either 5 percent of the aggregate limit or, if applicable, 5 percent of the apparel group limit in the year of the shortfall, and

(ii) In the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the apparel group if the shortfall occurred therein, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5, and shall be subject to the provisions of paragraph 7 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without and adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

16. 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 Yugoslavia to the United States under the procedures of Articles 3 and 6(c) of the Long-Term Arrangement.

17. The Government of the United States of America may assist the Government of the Socialist Federal Republic of Yugoslavia in implementing the provisions of this agreement by controlling imports of cotton textiles.

18. Either Government may terminate this agreement effective at the end of an agreement year, by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the

terms of the agreement and the Government receiving such a request will reply to the proposal within 60 days.

If the foregoing conforms with the understanding of your Government, this note and Your Excellency's note confirming that understanding on behalf of the Government of the Socialist Federal Republic of Yugoslavia shall constitute an agreement between our Governments.

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

C BURKE ELBRICK

His Excellency  
MARKO NIKEZIC,  
*Secretary of State for Foreign Affairs  
of the Socialist Federal Republic of Yugoslavia.*

---

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

BEOGRAD, 26 September 1967.

EXCELLENCE:

I have the honor to acknowledge the receipt of your Excellency's note of today's date proposing a bilateral agreement concerning exports of cotton textiles from Yugoslavia to the United States, which reads as follows:

"I have the honor to refer to recent discussions held in Belgrade and Washington between representatives of the Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia concerning exports of cotton textiles from Yugoslavia to the United States. I confirm, on behalf of my Government, the understanding that the present agreement covering this trade, signed on October 5, 1964, amended today, and expiring on December 31, 1967, will be succeeded by the following new agreement:

1. The term of this agreement shall be from January 1, 1968 to December 31, 1970. During the term of this agreement, the Government of the Socialist Federal Republic of Yugoslavia shall limit annual exports of cotton textiles from Yugoslavia to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs.

2. For the first agreement year, constituting the 12-month period beginning January 1, 1968, the aggregate limit shall be 18,750,000 square yards equivalent.

3. Within the aggregate limit, the following specific limits shall apply:

<u>Category</u>	<u>Level</u>
9	7.0 million square yards
18-19	1.0 million square yards
22	1.6 million square yards
26 (duck)	2.0 million square yards
26 (other)	1.5 million square yards
28-29	0.55 million square yards equivalent
31	474,150 pieces
34-35	322,580 pieces

4. Within the aggregate limit, exports of apparel (Categories 39-63) shall not exceed 1,736,438 square yards equivalent. Within this group limit on apparel exports, the following specific limits shall apply:

<u>Category</u>	<u>Level</u>
45-46-50-51	500,000 square yards equivalent (of which not more than 405,169 square yards shall be in any one of these categories)
48	3,416 doz
49	15,384 doz

5. Within the aggregate limit, the apparel group limit specified in paragraph 4 above may be exceeded by 5 percent. Within the aggregate limit and, if applicable, within the apparel group limit established in paragraph 4, as it may be adjusted under this provision, specific limits may be exceeded by 5 percent.

6. In the second and succeeding 12-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by 5 percent of the corresponding level for the preceding 12-month period, the latter level not to include any adjustments under paragraphs 5 or 15.

7. Within the aggregate limit and, if applicable the apparel group limit, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

8. In the event Yugoslavia desires to export during any agreement year more than the consultation level established herein in any category not given a specific limit, the Government of the Socialist Federal Republic of Yugoslavia shall request consultations with the Government of the United States of America on this question. The Government of the United States of America shall agree to enter into such consultations and during the course thereof, shall provide the Government of the Socialist Federal Republic of Yugoslavia with information on the condition of the United States market in the category in question. Until agreement is reached, the Govern-

ment of the Socialist Federal Republic of Yugoslavia shall limit its exports in the category in question to the consultation level. During the first agreement year, the consultation level for each apparel category not given a specific limit shall be 405,169 square yards equivalent, and for each other category not given a specific limit shall be 500,000 square yards equivalent.

9. The Government of the Socialist Federal Republic of Yugoslavia shall use its best efforts to space exports from Yugoslavia 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 the Socialist Federal Republic of Yugoslavia with data on monthly imports of cotton textiles from Yugoslavia. The Government of the Socialist Federal Republic of Yugoslavia 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 yard equivalents listed in the Annex hereto shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangements Regarding International Trade in Cotton Textiles done at Geneva on February 9, 1962 (hereinafter referred to as the Long-Term Arrangement) is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

12. The Government of the United States of America and the Government of the Socialist Federal Republic of Yugoslavia agree to consult on any question arising in the implementation of the agreement. In particular, in the event that, because of a return to normalcy of market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement with respect to categories given ceilings herein, consultation may be requested by the Government of the Socialist Federal Republic of Yugoslavia to negotiate removal or modification of those ceilings.

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

14. If the Government of the Socialist Federal Republic of Yugoslavia considers that as a result of limitations specified in this agree-

ment, Yugoslavia is being placed in an inequitable position vis-a-vis a third country, the Government of the Socialist Federal Republic of Yugoslavia 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.

15. /a/ For any agreement year immediately following a year of a shortfall /i.e., a year in which cotton textile exports from Yugoslavia to the United States were below the aggregate limit and any group and specific limits applicable to the category concerned/ the Government of the Socialist Federal Republic of Yugoslavia may permit exports to exceed these limits by carryover in the following amounts and manner:

/i/ The carryover shall not exceed the amount of the shortfall in either the aggregate limit or, if applicable, the apparel group or any applicable specific limit and shall not exceed either 5 percent of the aggregate limit, or, if applicable, 5 percent of the apparel group limit in the year of the shortfall, and

/ii/ In the case of shortfalls in the categories subject to specific limits the carryover shall not exceed 5 percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) In the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the apparel group if the shortfall occurred therein, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 5, and shall be subject to the provisions of paragraph 7 of the agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 5.

(c) The carryover shall be in addition to the exports permitted in paragraph 5.

16. 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 Yugoslavia to the United States under the procedures of Articles 3 and 6(c) of the Long-Term Arrangement.

17. The Government of the United States of America may assist the Government of the Socialist Federal Republic of Yugoslavia in implementing the provisions of this agreement by controlling imports of cotton textiles.

18. Either Government may terminate this agreement effective at the end of an agreement year, by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of the agreement and the Government receiving such a request will reply to the proposal within 60 days.

If the foregoing conforms with the understanding of your Government, this note and your Excellency's note confirming that understand-

ing on behalf of the Government of the Socialist Federal Republic of Yugoslavia shall constitute an agreement between our Governments.

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

I have the honor to inform you that the foregoing conforms with the understanding of my Government and that your Excellency's note and this note shall constitute an agreement between our two Governments.

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

For the Secretary of State for  
Foreign Affairs.

*Cacinovic.*

Rudolf Cacinovic  
*Counsellor of the Secretary of State*

His Excellency

C. BURKE ELBRICK,  
*Ambassador of the*  
*United States of America*  
*Beograd*

# MEXICO

## Demarcation of the New International Boundary (Chamizal)

*Act approving minute no. 228 of the International Boundary and Water Commission, United States and Mexico.*

*Signed at Washington October 27, 1967;*

*Entered into force October 28, 1967.*

*With declaration of the Presidents of the United States and Mexico*

*Signed at Ciudad Juarez October 28, 1967.*

ACT APPROVING  
MINUTE NO. 228 OF THE  
INTERNATIONAL BOUNDARY AND  
WATER COMMISSION  
BETWEEN THE UNITED STATES  
AND MEXICO

ACTO POR MEDIO DEL  
CUAL SE APRUEBA EL  
ACTA NUMERO 228 DE LA  
COMISION INTERNACIONAL DE  
LIMITES Y AGUAS ENTRE  
LOS ESTADOS UNIDOS Y MEXICO

The Secretary of State of  
the United States of America,  
Dean Rusk, and the Secretary of  
Foreign Affairs of the United  
Mexican States, Antonio Carrillo  
Flores, having met in the city  
of Washington in the presence  
of the President of the United  
States of America, Lyndon B.  
Johnson, and the President of  
the United Mexican States,  
Licenciado Gustavo Diaz Ordaz,  
on the occasion of the official

El Secretario de Estado de  
los Estados Unidos de América,  
Dean Rusk, y el Secretario de  
Relaciones Exteriores de los  
Estados Unidos Mexicanos, Antonio  
Carrillo Flores, reunidos en la  
ciudad de Washington en presencia  
del Presidente de los Estados  
Unidos de América, señor Lyndon B.  
Johnson, y del Presidente de los  
Estados Unidos Mexicanos, señor  
Licenciado Gustavo Diaz Ordaz,  
con motivo de la visita oficial

visit of President Diaz Ordaz to the United States of America, have examined Minute No. 228 of the International Boundary and Water Commission, United States and Mexico, dated October 19, 1967, which records the demarcation of the new international boundary between the United States of America and Mexico at Ciudad Juárez, Chihuahua, and El Paso, Texas, in compliance with the provisions of Articles 2 and 7 of the Convention of August 29, 1963,[<sup>1</sup>] on the solution of the problem of the Chamizal, and, concurring fully in the terms of the aforementioned Minute, expressly approve it in the name of their respective Governments.

del Presidente Díaz Ordaz a los Estados Unidos de América, han examinado el Acta número 228 de la Comisión Internacional de Límites y Aguas entre los Estados Unidos y México, fechada el 19 de octubre de 1967, en la que se hace constar la demarcación del nuevo límite internacional entre los Estados Unidos de América y México en Ciudad Juárez, Chihuahua, y El Paso, Texas, en cumplimiento de lo dispuesto en los artículos 2 y 7 de la Convención de veintinueve de agosto de 1963, para solución del problema de El Chamizal y, estando enteramente conformes con los términos del Acta mencionada, la aprueban expresamente en nombre de sus respectivos Gobiernos.

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<sup>1</sup> TIAS 5515; 15 UST 21.

This approval shall take  
effect at 12:01 a.m. (MDT) on  
October 28, 1967.

Esta aprobación surtirá  
efectos a partir de las 00:01  
cero horas un minuto (tiempo  
local de Ciudad Juárez) del día  
veintiocho de octubre de 1967.

IN WITNESS WHEREOF, they  
sign this act in the city of  
Washington on October 27, 1967.

EN FE DE LO CUAL firman la  
presente acta en la ciudad de  
Washington a los veintisiete  
días del mes de octubre de 1967.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

DEAN RUSK

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES:  
POR EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

ANTONIO CARRILLO FLORES

INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO

Ciudad Juárez, Chih.,  
October 19, 1967.

MINUTE NO. 228

DEMARCATION OF THE NEW INTERNATIONAL BOUNDARY IN THE EL PASO, TEXAS-CIUDAD JUÁREZ, -- CHIHUAHUA SECTOR PURSUANT TO THE 1963 CONVENTION FOR SOLUTION OF THE PROBLEM OF THE CHAMIZAL. -----

The Commission met in the offices of the Mexican Section at Ciudad Juárez, Chihuahua at 10:00 a.m., October 19, 1967 in order to record in a Minute the demarcation of the new international boundary between El Paso, Texas and Ciudad Juárez, Chihuahua as provided for in Article 7 of the Convention of August 29, 1963 for solution of the problem of The Chamizal. -----

The Commission reviewed Article 2 of the 1963 Convention, which requires relocation of the Rio Grande channel between El Paso and Ciudad Juárez so as to transfer from the north to the south of the Rio Grande a tract of 823.50 acres (333.260 --- hectáreas) composed of 366.00 acres (148.115 hectáreas) in the Chamizal, 193.16 acres (78.170 hectáreas) in the southern part of Córdova Island and 264.34 acres (106.975 hectáreas) to the east of Córdova Island, -- leaving a tract of 193.16 acres (78.170 --- hectáreas) in the northern part of Córdova Island to the north of the river. It also reviewed Article 3 which establishes the centerline of the new river channel as the international boundary. -----

The two Commissioners confirmed that the careful, highly precise, topographic surveys conducted to comply with Articles 2 and 7 of the Convention disclosed an actual area for Córdova Island of 386.40 acres (156.370 hectáreas), an area exceeding by 0.08 acre (0.03 hectare) the sum of the areas of the two portions of this Island stated in Article 2 of the Convention. The Commission considered that this difference in areas is due to the degree of precision of the surveys made, and that it is technically admissible. -----

COMISION INTERNACIONAL DE LIMITES Y AGUAS  
ENTRE MEXICO Y ESTADOS UNIDOS

Ciudad Juárez, Chih.,  
19 de octubre de 1967.

ACTA NUM. 228

DEMARCACION DEL NUEVO LIMITE INTERNACIONAL EN EL TRAMO CIUDAD JUÁREZ, CHIHUAHUA-EL -- PASO, TEXAS, DE ACUERDO CON LA CONVENCIÓN DE 1963 PARA LA SOLUCIÓN DEL PROBLEMA DE -- EL CHAMIZAL. -----

La Comisión se reunió en las oficinas de la Sección Mexicana, en Ciudad Juárez, Chihuahua, a las diez horas del 19 de octubre de 1967, a fin de hacer constar en una Acta la demarcación del nuevo límite internacional entre Ciudad Juárez, Chihuahua, y El Paso, Texas, como se ordena en el Artículo 7 de la Convención del 29 de agosto de 1963, para la solución del problema de El Chamizal. -----

La Comisión revisó el Artículo 2 de la Convención de 1963, que estipula que el cauce del Río Bravo entre Ciudad Juárez y El Paso será cambiado de localización de manera que se transfiera del norte al sur del Río Bravo una superficie de 333.260 hectáreas (823.50 acres) integrada por 148.115 hectáreas (366.00 acres) en El Chamizal, 78.170 hectáreas (193.16 acres) en la parte sur del Corte de Córdova y 106.975 hectáreas (264.34 acres) al este del Corte de Córdova, y dejando una porción de 78.170 hectáreas (193.16 acres) en la parte norte del Corte de Córdova que continuará al norte del río. Revisó también el Artículo 3, que establece que la línea media del nuevo cauce del río será el límite internacional.

Los dos Comisionados confirmaron que en los cuidadosos levantamientos topográficos de alta precisión que se hicieron para dar cumplimiento a los artículos 2 y 7 de la Convención, se encontró que el área del Corte de Córdova es realmente de 156.370 hectáreas (386.40 acres), área que excede en 0.03 hectáreas (0.08 acres), la suma de las áreas de las dos partes de este Corte consignadas en el Artículo 2 de la Convención. La Comisión consideró que esa diferencia de áreas corresponde al grado de precisión de los trabajos hechos y que es técnicamente admisible. -----

Adhering to the intent of Article 2 -- that the new channel of the Rio Grande divide the area of Córdova Island in half, -- the Commission agreed that the alignment of the new channel be so effected. Accordingly, the portion of Córdova Island to remain north of the new Rio Grande channel -- contains an additional 0.04 acre (0.015 hectare), which has been compensated by increasing by 0.04 acre (0.015 hectare) the area of the portion located to the east of Córdova Island to be transferred to the south of the new channel. The Commission confirmed that this modification does not alter the net area of land transferred -- from the jurisdiction of one country to that of the other, as effected by Article 2 of the Convention.

The Commission thereupon reviewed the plan attached to this Minute and forming a part thereof, correctly showing the new international boundary, its reference points, and the monuments installed to demarcate it as well as the computation tables of the areas to be transferred from the north to the south of the Rio Grande, and the area which will remain north of the river at Córdova Island, and found that demarcation of the new international boundary adheres to the provisions of the 1963 Convention.

The Commission then adopted the following resolution, subject to the express approval of the two Governments:

The demarcation of the new international boundary in the El Paso, Texas-Ciudad Juárez, Chihuahua sector shown on the plan which accompanies this Minute and forms a part thereof is approved.

The meeting then adjourned.

Siguiendo el espíritu del Artículo 2, que el nuevo cauce del Río Bravo divide -- por mitad el área del Corte de Córdova, la Comisión convino que los trazos del nuevo cauce se hicieran en esa forma, por lo cual la porción del Corte de Córdova que continuará al norte del nuevo cauce del Río Bravo tiene 0.015 hectáreas (0.04 acres) de -- más, que se han compensado aumentando en 0.015 hectáreas (0.04 acrea) el área de la porción situada al oriente del Corte de Córdova que paecerá al sur del nuevo cauce. La Comisión confirmó que esta modificación no altera el área neta de los terrenos transferidos de la jurisdicción de un país a la del otro, de acuerdo con el Artículo 2 de la Convención.

Enseguida la Comisión revisó el plano que se acompaña a esta Acta y forma parte de ella, que muestra correctamente el nuevo límite internacional, sus referencias y los monumentos instalados para demarcarlo, así como las tablas de cálculo de las áreas que serán transferidas del norte al sur del Río Bravo y la que continuará al norte del río en el Corte de Córdova, y encontró que la demarcación del nuevo límite internacional se ajusta a las estipulaciones de la Convención de 1963.

Por lo tanto, la Comisión adoptó la siguiente resolución, sujeta a la aprobación expresa de los dos Gobiernos:

Se aprueba la demarcación del nuevo límite internacional en el tramo Ciudad Juárez, Chihuahua-El Paso, Texas, que se muestra en el plano que se acompaña a esta Acta y forma parte de ella.

Se levanto la sesión.

J. F. FRIEDKIN

*Commissioner of the United States*

D HERRERA J

*Commissioner of Mexico*

D HERRERA J

*Comisionado de México*

J. F. FRIEDKIN

*Comisionado de los Estados Unidos*

LOUIS F BLANCHARD

*Secretary of the United States Section*

FERNANDO RIVAS S

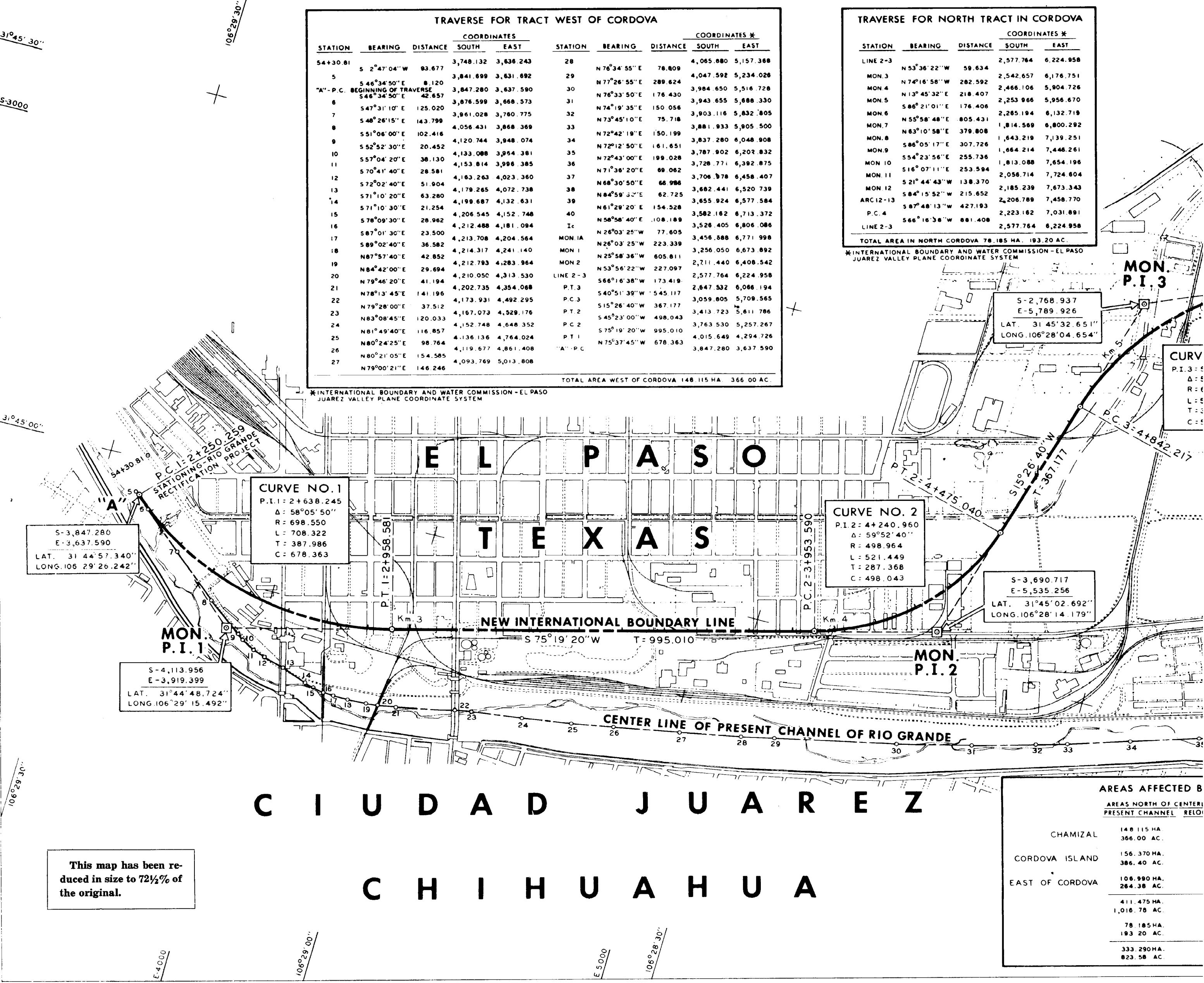
*Secretary of the Mexican Section*

FERNANDO RIVAS S

*Secretario de la Sección de México*

LOUIS F BLANCHARD

*Secretario de la Sección de los Estados Unidos*



INTERNATIONAL BOUNDARY AND WATER COMMISSION  
UNITED STATES AND MEXICO

DEMARCATION OF THE NEW INTERNATIONAL BOUNDARY  
IN THE  
EL PASO, TEXAS-CIUDAD JUAREZ, CHIHUAHUA SECTOR  
PURSUANT TO  
THE 1963 CONVENTION FOR SOLUTION OF  
THE PROBLEM OF THE CHAMIZAL

SCALE 1:5000

100 0 100 200 300 400 500  
SCALE IN METERS

FOR UNITED STATES

FOR MEXICO

MINUTE NO. 228

*J. G. Justice*  
COMMISSIONER

*A. C. Cervantes*  
COMMISSIONER

STATION	BEARING	DISTANCE	COORDINATES *	
			SOUTH	EAST
MON.18A	N 39° 37' 18" E	310.463	3,287.820	7,063.871
MON.17A	N 13° 25' 18" E	513.158	3,048.677	7,261.857
MON.16A	S 03° 46' 48" W	384.938	2,549.533	7,360.970
MON.15	N 22° 44' 21" E	221.483	2,591.239	6,998.298
MON.14	N 57° 43' 07" E	317.327	2,346.971	7,083.912
MON.13	N 04° 15' 52" E	107.116	2,217.493	7,352.191
ARC.12-12	S 62° 08' 32" E	172.654	2,206.789	7,458.770
PT.4	S 53° 36' 50" E	1,290.029	2,267.466	7,611.414
PC.5	S 68° 10' 20" E	881.869	3,052.743	8,649.931
PT.5	N 82° 43' 49" W	455.560	3,380.637	9,468.582
PA.5	N 82° 43' 49" W	761.431	3,322.991	9,016.682
OPP.81427.32	S 19° 56' 28" W	1,365.251	3,226.637	8,261.369
"G"	N 39° 37' 18" E	230.145	3,465.091	6,917.104
MON.18A			3,287.820	7,063.871

TOTAL AREA EAST OF CORDOVA 106.590 HA. 264.38 AC

\*INTERNATIONAL BOUNDARY AND WATER COMMISSION-EL PASO  
JUAREZ VALLEY PLANE COORDINATE SYSTEM

CURVE NO. 5  
P.1.5: 84° 8' 16" 751  
Δ: 29° 06' 59"  
R: 1,754.173  
L: 891.430  
T: 455.560  
C: 881.869

S-3,322.891  
E-9,016.682  
LAT. 31° 45' 15.096  
LONG. 106° 26' 01.980

Km 9  
MON. P.I.5

P.T. S-9+25' 622  
RECTIFICATION-RIO GRANDE  
PROJECT

S-3,380.637  
E-9,468.582  
LAT. 31° 45' 13.282  
LONG. 106° 25' 44.804"

TRaverse for South Tract in CORDOVA				
STATION	BEARING	DISTANCE	SOUTH	EAST
MON.1	N 25° 58' 36" W	605.811	3,256.050	6,673.892
MON.2	N 53° 58' 22" W	227.097	2,711.440	6,408.542
LINE2-3			2,577.764	6,224.958
PC.4	N 66° 16' 38" E	881.408	2,223.162	7,031.891
ARC12-13	N 67° 48' 13" E	427.193	2,206.789	7,458.770
MON.13	S 54° 15' 52" W	107.116	2,217.493	7,352.191
MON.14	S 57° 43' 07" W	317.327	2,306.971	7,083.912
MON.15	S 22° 44' 21" W	221.483	2,591.239	6,998.298
MON.16A	N 03° 46' 48" E	384.938	2,549.533	7,380.970
MON.17A	S 13° 25' 18" W	513.158	3,048.677	7,261.857
MON.17	S 39° 37' 18" W	310.463	3,287.820	7,063.871
"G"	N 39° 37' 18" E	230.145	3,465.091	6,917.104
OPP.65+80.72	S 61° 20' 21" W	101.858	3,513.942	6,827.730
"I"	S 60° 03' 57" W	24.975	3,526.405	6,806.086
MON.1A	N 26° 03' 25" W	77.605	3,456.688	6,771.998
MON.1	N 26° 03' 25" W	223.339	3,256.050	6,673.892
TOTAL AREA IN SOUTH CORDOVA 78.185 HA. 193.20 AC.				
INTERNATIONAL BOUNDARY AND WATER COMMISSION-EL PASO JUAREZ VALLEY PLANE COORDINATE SYSTEM				

BY RELOCATION OF CHANNEL		
LINE OF RIVER LOCATED CHANNEL	AREAS SOUTH OF CENTERLINE OF RIVER PRESENT CHANNEL	RELOCATED CHANNEL
0	0	148.115 HA. 366.00 AC.
78.185 HA. 93.20 AC.	0	78.185 HA. 193.20 AC.
0	0	106.990 HA. 264.38 AC.
78.185 HA. 193.20 AC.	0	333.290 HA. 823.58 AC.
		333.290 HA. 823.58 AC.

DECLARATION OF THE PRESIDENTS OF THE UNITED STATES  
OF AMERICA  
AND THE  
UNITED MEXICAN STATES

At 12:01 this morning, the boundary between the United States and Mexico changed at El Paso and Ciudad Juarez. In accordance with the Convention of August 29, 1963, the area known as El Chamizal has been returned to the jurisdiction of Mexico.

We thus lay to rest a century-old dispute. Reason, understanding, and good will have achieved a settlement of which both our peoples can be proud. This victory has been achieved while protecting our respective national interests, and assuring equity and justice for those whose lives and property were affected.

The monument which the people of Mexico have already erected on this site will stand forever as a symbol of good will between our two nations -- and as a sign to the world of what men can accomplish when they approach their differences in a spirit of compromise and mutual respect.

From this great monument, we see the pass carved through the sierra by the Rio Grande. We recall the explorers who marched through this gateway and we look ahead to the progress and prosperity which the Chamizal Settlement will bring to future generations in these sister communities.

A relocated Rio Grande means a new boundary; a new boundary means new bridges linking our two countries. Today we dedicate three such bridges.

- Mindful of the history of El Paso and Ciudad Juarez, we name the bridge closest to the sierra the "Paso del Norte Bridge". It stands as a memorial to those who pioneered this area.
- The bridge to the east joining our two countries, we name the "Bridge of the Americas". It is a reminder that the cities stand upon a major route of travel and commerce between the United States and Mexico.
- We name the bridge rising between the two the "Good Neighbor Bridge", in commemoration of the spirit uniting our nations.

The new channel of the relocated Rio Grande running under these bridges we name the "President Adolfo Lopez Mateos Channel".

May these links between our two countries, like the Chamizal itself, stand as testimony to the world of how good neighbors conduct their affairs.

DONE AT CIUDAD JUAREZ, IN DUPLICATE, IN THE ENGLISH AND SPANISH LANGUAGES, THIS TWENTY-EIGHTH DAY OF OCTOBER, 1967.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

LYNDON B. JOHNSON

FOR THE GOVERNMENT OF THE UNITED MEXICAN STATES:

GUSTAVO DIAZ ORDAZ

DECLARACION DE LOS PRESIDENTES  
DE LOS ESTADOS UNIDOS DE AMERICA  
Y DE  
LOS ESTADOS UNIDOS MEXICANOS

Esta mañana, a las 00.01 horas, la frontera entre los Estados Unidos de América y México cambió en El Paso y Ciudad Juárez. De acuerdo con la Convención de 29 de agosto de 1963, la zona conocida como El Chamizal ha sido transferida a la jurisdicción de México.

Dejamos así atrás una disputa de un siglo. La razón, la comprensión y la buena voluntad han logrado un arreglo del que nuestros dos pueblos pueden estar orgullosos. Esta victoria ha sido obtenida sin dejar de proteger nuestros respectivos intereses nacionales y asegurando la equidad y la justicia para aquellos cuyas vidas y propiedades fueron afectadas.

El monumento que el pueblo de México ha construido ya en este sitio se levantará para siempre como un símbolo de la buena voluntad entre nuestras dos naciones y como una muestra al mundo de lo que los hombres pueden lograr cuando abordan sus diferencias con un espíritu de conciliación y de respeto mutuo.

Desde este grandioso monumento contemplamos el paso labrado a través de la sierra por el Río Bravo. Evocamos a los exploradores que marcharon a través de esta puerta y miramos hacia adelante el progreso y la prosperidad que el territorio de El Chamizal brindará a las futuras generaciones de estas comunidades hermanas.

El Río Bravo rectificado significa una nueva frontera; una nueva frontera significa nuevos puentes vinculando a nuestros dos países. Hoy inauguramos tres de esos puentes.

- Teniendo presente la historia de El Paso y Ciudad Juárez, llamamos al puente más cercano a la sierra "Puente Paso del Norte". Se yergue como un monumento a los primeros pobladores de la región.
- Al puente que une a nuestros dos países hacia el oriente lo llamamos "Puente de las Américas". Nos recuerda que las dos ciudades se encuentran en una ruta importante por la que viajan las personas y cruzan las mercancías entre los Estados Unidos y México.
- Llamamos "Puente de la Buena Vecindad" al que se levanta entre los otros dos, para conmemorar el espíritu que une a nuestras naciones.

El nuevo cauce rectificado del Río Bravo que pasa debajo de esos puentes lo llamamos "Cauce Presidente Adolfo López Mateos".

Que estos vínculos entre nuestros dos países, al igual que El Chamizal mismo, se levanten como testimonio ante el mundo de la forma en que los buenos vecinos conducen sus asuntos.

HECHO EN CIUDAD JUAREZ, EN DUPLICADO, EN LOS IDIOMAS INGLES Y ESPAÑOL, EL DIA VEINTIOCHO DE OCTUBRE DE 1967.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

LYNDON B. JOHNSON

POR EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

GUSTAVO DIAZ ORDAZ

## FEDERAL REPUBLIC OF GERMANY

### Air Service: Lease of Equipment

*Agreement extending the agreement of August 2, 1955, as extended.*

*Effectuated by exchange of notes*

*Dated at Bonn September 26 and October 24, 1967;*

*Entered into force October 24, 1967;*

*Effective August 2, 1967.*

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*The American Embassy to the German Ministry of Foreign Affairs*

No. 95

The Embassy of the United States of America presents its compliments to the Auswaertigen Amt and has the honor, with reference to the Note Verbale III A.4 - 83.74 of August 28, 1967,[<sup>1</sup>] to state the following:

The United States Government is prepared to extend the terms of the lease agreement signed at Bonn on August 2, 1955,[<sup>2</sup>] under which the United States leased certain air navigation equipment to the Federal Republic of Germany, for an additional period of two years with respect to the items of property listed in Schedule J, which forms Annex A of this Note.

This Note and the reply of the Federal Republic of Germany concurring therein will be considered by the United States as constituting an agreement providing for further extension of the terms of the Agreement of August 2, 1955 to cover an additional period from August 2, 1967 to August 1, 1969.

Enclosure:  
Annex A

EMBASSY OF THE UNITED STATES OF AMERICA  
*Bonn, September 26, 1967*

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 3464, 4062, 4490, 4854, 5406, 5905; 6 UST 6111; 9 UST 958; 11 UST 1476; 12 UST 1350; 14 UST 1069; 16 UST 1760.

Federal Agency for Air Traffic Services  
 Headquarters  
 - III 4 c - Az 5:0441 -

ANNEX A to Note Verbale #95

26 September 1967

Frankfurt/Main, June 1, 1967  
 Kn/IloS C H E D U L E J

Listing US Air Navigation Equipment Required for an Additional  
 Lease Period by the Federal Agency for Air Traffic Services  
 (August 1, 1967 - July 31, 1969)

Current No.	CAD No.	Item	Serial No.	German Nomenclature	Present Location	Competent Customs Agency
1	111 004	Transmitter BC 400	264	Sender	FS-Leitstelle Frankfurt/M. Frankfurt/M. Aussenstelle Idstein	
2	411 006	Transmitter BC 400	117	Sender	FS-Leitstelle Frankfurt/M. Frankfurt/M. Aussenstelle Idstein	
3	411 007	Transmitter BC 446	230	Sender	FS-Leitstelle Frankfurt/M. Frankfurt/M. Aussenstelle Idstein	
4	411 008	Transmitter BC 446	280	Sender	FS-Leitstelle Frankfurt/M. Frankfurt/M. Aussenstelle Idstein	
5	411 416	Transformer TF A	733 2044	Transformator	FS-Leitstelle Frankfurt/M. Frankfurt/M. Aussenstelle Idstein	
6	411 440	Antenna Assembly f.Range		Antenne f.Range	FS-Leitstelle Frankfurt/M. Frankfurt/M. Aussenstelle Idstein	
7	511 002	Transmitter BC 446	185	Sender	FS-Stelle Stuttgart Aussenstelle Tango	
8	511 003	Transmitter BC 446	241	Sender	FS-Stelle Stuttgart Aussenstelle Tango	
9	511 360	Antenna Assy. für BC 446		Antenne	FS-Stelle Stuttgart Aussenstelle Tango	
10	511 271	Antenna Tower, Stell., 90 Ft		Antennenturm	FS-Leitstelle Frankfurt/M. München Funkfeuer Poing	

*The German Ministry of Foreign Affairs to the American Embassy*

AUSWÄRTIGES AMT  
III A 4 - 83.78

Verbalnote

Das Auswärtige Amt beeindruckt sich, der Botschaft der Vereinigten Staaten von Amerika auf ihre Verbalnote vom 26. September 1967 – Nr. 95 – mitzuteilen, dass das Bundesministerium für Verkehr mit der von der Regierung der Vereinigten Staaten vorgeschlagenen Regelung einverstanden ist, die Gültigkeitsdauer des Leihabkommens vom 2. August 1955 für die in der Anlage A zur vorerwähnten Verbalnote aufgeführten Gegenstände vom 2. August 1967 bis zum 1. August 1969 zu verlängern.

Das Auswärtige Amt benutzt diesen Anlass, die Botschaft der Vereinigten Staaten von Amerika seiner ausgezeichneten Hochachtung zu versichern.

BONN, den 24. Oktober 1967

[SEAL]

An die  
BOTSCHAFT DER VEREINIGTEN STAATEN  
VON AMERIKA

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
III A 4-83.78

Note Verbale

The Ministry of Foreign Affairs has the honor to inform the Embassy of the United States of America, in reply to its Note Verbale of September 26, 1967 – No. 95 – that the Ministry of Transport concurs in the proposal of the United States Government to extend from August 2, 1967 to August 1, 1969 the Agreement of August 2, 1955 for the lease of equipment listed in Annex A of the above-cited Note.

The Ministry of Foreign Affairs avails itself of this opportunity to assure the Embassy of the United States of America of its high consideration.

BONN, October 24, 1967

[SEAL]

THE EMBASSY OF THE  
UNITED STATES OF AMERICA.

## UPPER VOLTA

### Geodetic Survey

*Agreement effected by exchange of notes*

*Signed at Ouagadougou June 28 and August 21, 1967;*

*Entered into force August 21, 1967.*

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*The American Ambassador to the Minister of Foreign Affairs of  
Upper Volta*

No. 121

**EXCELLENCY,**

I have the honor to refer to the recent conversations and letters exchanged between the representatives of our two Governments and to propose the following arrangements for the geodetic survey along the 12th parallel arc across the territory of Upper Volta which will be made by the National Geographic Institute of France and a team of American technicians.

1. The purpose of this agreement is to provide for the coordination of efforts between the Government of Upper Volta and the Government of the United States of America to complete a geodetic arc across the territory of Upper Volta for the purpose of establishing a geodetic tie between the 30th meridian arc, already established through Sudan, and existing geodetic arcs on the west coast of Africa.

2. There shall be established between the two governments an exchange of geodetic data concerning the country of Upper Volta which can be used for cartographic activities of the two governments. This agreement may be expanded to include training and exchange of cartographic materials or cooperative mapping, charting and geodesy as agreed to by the two governments.

3. Each government shall designate a cartographic agency(s) as the responsible party(s) for carrying out the technical details of this agreement. Representatives from these agencies shall arrange the technical details of this work. Each government's responsibilities, including limits of participation, will be mutually agreed upon and set forth in a memorandum of understanding.

4. It is understood that all plans for accomplishment of the joint geodetic program proposed within this agreement are necessarily subject to the availability of personnel, materials and funds of both governments.

5. The vehicles and materials imported into Upper Volta by the Government of the United States to make the geodetic survey will be admitted on a temporary basis free of entry duties or taxes for the period of the project, except for the statistics tax and the taxes for services rendered.

The vehicles and materials which are not re-exported may be sold after payment of the duties and taxes and appropriate fees or otherwise disposed of with the agreement of the Government of Upper Volta.

The personal effects belonging to the American member of the survey team may also be temporarily imported free of all entry duties or taxes.

6. The Government of Upper Volta shall arrange with adjoining countries to make necessary ties with the geodetic arc in adjacent countries. The Government of the United States will assist in making these arrangements if required.

A. The United States Government will give to the Government of Upper Volta the results of the survey executed on Upper Voltan territory.

B. The United States Government will give to the Government of Upper Volta the values of the longitudes and latitudes of the basic points as well as the locations of the reference marks for these points.

C. The United States Government will undertake to construct monuments at the basic control points solid enough to resist the usual conditions encountered in Upper Volta.

D. The United States Government will prepare and give the Government of Upper Volta a preliminary geodetic control plan of the same order as the proposed 12th Parallel survey or of an order immediately below it which, when linked to the 12th Parallel survey will cover all of Upper Volta's territory.

8. If, during the life of this agreement, either of the Governments desire to amend the agreement, the other Government will be so notified in writing, and thereupon the two Governments will consult to the end that they will arrive at an understanding on the amendment.

9. This agreement shall remain in force until twelve (12) months after either of the two Governments shall have notified the other in writing of its intentions to terminate the agreement.

10. The Government of the United States would appreciate being informed if this convention is acceptable to the Government of the Republic of Upper Volta.

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

Elliot P. Skinner  
*Ambassador*

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Ouagadougou, June 28, 1967.*

*The Minister of Foreign Affairs of Upper Volta to the American Ambassador*

MINISTÈRE DES  
AFFAIRES ETRANGERES

REPUBLIQUE DE HAUTE-VOLTA  
Unité - Travail - Justice

LE MINISTRE DES AFFAIRES ETRANGERES

No. 3040

A Son Excellence

MONSIEUR L'AMBASSADEUR DES  
ETATS-UNIS D'AMÉRIQUE

*au près de la République de Haute-Volta  
a Ouagadougou*

EXCELINECE,

Par lettre n° 121 en date du 28 Juin 1967, vous avez bien voulu porter à ma connaissance ce qui suit :

"J'ai l'honneur de me référer aux conversations et aux lettres qui ont été échangées entre les représentants de nos deux Gouvernements, et de proposer que soient conclus les arrangements suivants relatifs au Tracé Géodésique au 12ème Parallèle à travers le territoire de Haute-Volta qui sera effectué par l'Institut Géographique National de France et par une équipe de Techniciens Américains.

Le but de cette convention est de faciliter la coordination des travaux faits par le Gouvernement de Haute-Volta et le Gouvernement des Etats-Unis d'Amérique pour compléter une chaîne géodésique à travers le territoire de Haute-Volta afin d'établir un rattachement géodésique entre la chaîne du 30ème méridien déjà établie à travers le Soudan, et les chaînes actuelles de la côte occidentale de l'Afrique.

Les deux Gouvernements devront échanger des références géodésiques se rapportant au territoire de Haute-Volta, dont on pourra se servir pour avancer les activités cartographiques des deux Gouvernements. Cette convention pourra être élargie pour comprendre l'instruction du personnel et l'échange des documents cartographiques ou bien le développement des programmes coopératifs de préparation des cartes, et des plans et des programmes géodésiques, comme convenu par les deux pays.

Chacun des deux Gouvernements désignera un établissement (ou plus) pour être responsable des détails techniques de ce travail. Les deux Gouvernements se mettront mutuellement d'accord à l'égard des responsabilités des deux Gouvernements, ci-inclus les limites de participation de chacun et ces accords seront formulés dans un aide-mémoire de collaboration.

Il est convenu que tous les plans pour l'accomplissement des programmes conjoints proposés dans cette convention seront nécessairement sujets à la disponibilité de la main d'oeuvre, des matériaux et des fonds des deux Gouvernements.

Les véhicules et matériels importés en Haute-Volta par le Gouvernement des Etats-Unis pour la réalisation de ce tracé géodésique seront admis temporairement en franchise de droits et taxes d'entrée pendant la durée du projet, à l'exception de la taxe de Statistique et des taxes pour services rendus.

Les véhicules et matériels non réexportés, pourront être vendus après paiement des droits et taxes et impôts appropriés ou cédés autrement avec l'accord du Gouvernement de Haute-Volta.

Les effets personnels appartenant aux membres américains affectés à l'équipe d'étude seront également importés temporairement en exemption de tous droits et taxes d'entrée.

Le Gouvernement de Haute-Volta prendra les mesures nécessaires auprès des Gouvernements des Nations limitrophes, afin d'assurer l'achèvement des rattachements qu'il faut avec la chaîne géodésique dans ces pays limitrophes.

A) Le Gouvernement des Etats-Unis transmettra au Gouvernement de la Haute-Volta les résultats de l'étude exécutée sur le territoire Voltaïque.

B) Le Gouvernement des Etats-Unis transmettra au Gouvernement de la Haute-Volta les valeurs des longitudes et des latitudes des points de base aussi bien que les emplacements des repères pour ces points.

C) Le Gouvernement des Etats-Unis va se charger de construire des édifices aux points de contrôle de base assez solides pour résister aux conditions climatiques rencontrées en Haute-Volta.

D) Le Gouvernement des Etats-Unis préparera et donnera au Gouvernement de la Haute-Volta un plan de contrôle géodésique préliminaire conforme à l'étude proposée du 12ème parallèle ou d'un ordre immédiatement au-dessous, qui rattaché à l'étude du 12ème parallèle couvrira tout le territoire de la Haute-Volta.

Si l'un des Gouvernements désire amender cette convention pendant la durée de la dite convention, il devra en informer l'autre gouvernement par écrit et sur cela les deux Gouvernements se consulteront, afin de s'entendre là dessus.

Cette Convention sera valable jusqu'à douze (12) mois après que l'un des deux Gouvernements ait notifié l'autre par écrit qu'il a l'intention de la terminer".

En réponse, j'ai l'honneur de vous faire connaître que le Gouvernement de la République de Haute-Volta marque son accord pour la conclusion des arrangements relatifs au Tracé Géodésique sur le 12ème parallèle.

*Ouagadougou, le 21 Août 1967*

[SEAL]

M ZOROME

Malick Zorome

*Translation*

MINISTRY OF FOREIGN AFFAIRS

REPUBLIC OF UPPER VOLTA  
Unity - Labor - Justice

THE MINISTER OF FOREIGN AFFAIRS

No. 3040

His Excellency the AMBASSADOR  
OF THE UNITED STATES OF AMERICA  
to the Republic of Upper Volta  
at Ouagadougou

EXCELLENCY:

In note No. 121 dated June 28, 1967, you were good enough to inform me as follows:

[For the English language text of the note, see *ante*, p. 2848.]

In reply, I have the honor to inform you that the Government of the Republic of Upper Volta agrees to the conclusion of arrangements concerning the 12th Parallel survey.

OUAGADOUGOU, August 21, 1967

[SEAL]

M. ZOROME

Malick Zorome

## GREECE

### Double Taxation: Taxes on Estates of Deceased Persons

*Protocol modifying and supplementing the convention of February 20, 1950.*

*Signed at Athens February 12, 1964;*

*Ratification advised by the Senate of the United States of America June 23, 1964;*

*Ratified by the President of the United States of America July 7, 1964;*

*Ratified by Greece October 4, 1967;*

*Ratifications exchanged at Athens October 27, 1967;*

*Proclaimed by the President of the United States of America November 3, 1967;*

*Entered into force October 27, 1967.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the protocol modifying and supplementing the convention of February 20, 1950 between the United States of America and the Kingdom of Greece relating to taxes on estates was signed by the respective Plenipotentiaries of the Governments of those two countries at Athens on February 12, 1964, the original of which protocol, in the English and Greek languages, is word for word as follows:

**P R O T O C O L**

MODIFYING AND SUPPLEMENTING THE CONVENTION  
OF FEBRUARY 20, 1950 BETWEEN THE UNITED  
STATES OF AMERICA AND THE KINGDOM OF GREECE  
RELATING TO TAXES ON ESTATES

ΠΡΩΤΟΚΟΛΛΟΝ

ΤΡΟΠΟΠΟΙΟΥΝ ΚΑΙ ΣΥΜΠΛΗΡΟΥΝ ΤΗΝ ΣΥΜΒΑΣΙΝ ΤΗΣ 20<sup>ης</sup> ΦΕΒΡΟΥΑΡΙΟΥ 1950 ΜΕΤΑΞΥ ΤΩΝ ΗΝΩΜΕΝΩΝ ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ ΚΑΙ ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ ΕΝ ΣΧΕΣΕΙ ΙΡΟΣ ΤΟΥΣ ΦΟΡΟΥΣ ΕΠΙ ΤΩΝ ΗΕΡΙΟΥΣΙΩΝ ΑΙΓΑΙΟΙΩΝ ΣΑΝΤΟΝ ΙΡΟΣΩΝ.

## P R O T O C O L

MODIFYING AND SUPPLEMENTING THE CONVENTION  
OF FEBRUARY 20, 1950 BETWEEN THE KINGDOM  
OF GREECE AND THE UNITED STATES OF AMERICA  
RELATING TO TAXES ON ESTATES

The Government of the United States of America and the Government of the Kingdom of Greece, desiring to conclude a Protocol modifying and supplementing the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons, signed at Athens on February 20, 1950<sup>[1]</sup> have appointed for this purpose their respective representatives, who have agreed as follows:

Article I.

The Convention of February 20, 1950 for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the estates of deceased persons is amended as follows:

- a) The title of the aforesaid Convention is amended as follows:

"Convention between the Kingdom of Greece and the United States of America for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the movable property estates of deceased persons".

Moreover, the Preamble to the Convention is similarly amended:

"The Government of the Kingdom of Greece and the Government of the United States of America, desiring

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<sup>1</sup> TIAS 2901, 3032; 5 UST 12, 1543.

ΠΡΩΤΟΚΟΔΑΩΝ

Τροποποιούν καὶ συμπληροῦν τὴν Σύμβασιν τῆς 20ῆς Φεβρουαρίου 1950 μεταξὺ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τοῦ Βασιλείου τῆς Ἑλλάδος ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων.

'Η Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ ἡ Κυβέρνησις τοῦ Βασιλείου τῆς Ἑλλάδος, ἐπιθυμοῦσαι ὅπως συνάψωσι Πρωτόκολλον τροποποιοῦν καὶ συμπληροῦν τὴν Σύμβασιν διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας καὶ τὴν ἀποτροπὴν φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων, τὴν ὑπογραφεῖσαν ἐν Ἀθήναις τῇ 20ῇ Φεβρουαρίου 1950, ὤρισαν πρὸς τὸν σκοπὸν τοῦτον πληρεξουσίους, οἵτινες συνεφώνησαν ἐπὶ τῶν κάτωθι:

"Ἀρθρον 1

'Η Σύμβασις τῆς 20ῆς Φεβρουαρίου 1950 διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας καὶ τὴν ἀποτροπὴν τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῶν περιουσιῶν ἀποβιωσάντων προσώπων τροποποιεῖται ὡς ἀκολούθως:

α) Ὁ τίτλος τῆς ἐν λόγῳ Συμβάσεως τροποποιεῖται ὡς ἔξις:

"Σύμβασις μεταξύ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς καὶ τοῦ Βασιλείου τῆς Ἑλλάδος διὰ τὴν ἀποφυγὴν διπλῆς φορολογίας καὶ τὴν ἀποτροπὴν φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῆς κινητῆς περιουσίας ἀποβιωσάντων προσώπων".

'Ωσαύτως, καθ'διμοιον τρόπον, τροποποιεῖται καὶ τὸ Προστιμον τῆς ἀνωτέρω Συμβάσεως:

"Ἡ Κυβέρνησις τοῦ Βασιλείου τῆς Ἑλλάδος καὶ ἡ Κυβέρνησις τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐπιθυμοῦσαι νὰ συνάψουν Σύμβασιν ἀποσκοποῦσαν εἰς τὴν ἀποφυγὴν τῆς διπλῆς φορολογίας καὶ εἰς τὴν ἀποτροπὴν τῆς φορολογικῆς διαφυγῆς ἐν σχέσει πρὸς τοὺς φόρους ἐπὶ τῆς κινητῆς περιουσίας ἀποβιωσάντων προσώπων.."

to conclude a Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on the movable property estates of deceased persons..."

- b) Article III of the said Convention shall be deemed to be deleted and of no further effect.
- c) Subparagraphs a) to i) inclusive of paragraph 2 of article IV of the said Convention shall be deemed to be relettered b) to j) inclusive and there shall be deemed to be inserted in Article IV a new subparagraph a) reading as follows:
- a)"The provisions of the present Convention shall be deemed as not applicable to immovable property situated in either Greece or the United States.

Immovable property shall be deemed to be situated at the place where the land involved is located. The question whether any property or right in property constitutes immovable property shall be determined in accordance with the law of the place where the land involved is located".

Article II.

1. The present Protocol shall be ratified and the instruments of ratification shall be exchanged at Athens as soon as possible.
2. The present Protocol shall enter into force upon the exchange of instruments of ratification.
3. The present Protocol shall continue in effect as long as the aforesaid Convention of February 20, 1950 remains effect

Done at Athens, in duplicate, in the Greek and English languages the two texts having equal authenticity, this 12th day of February 1964.-

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

HENRY R. LABOISSE

[SEAL]

FOR THE GOVERNMENT OF  
THE KINGDOM OF GREECE

C. PALAMAS

[SEAL]

β) Το ίδρον 3 της ἐν λόγῳ Συμβάσεως θέλει θεωρηθῆναι ως διαγραφέν καὶ ἀνευ περαιτέρω ίσχύος.

γ) Ἡ ἀλφαριθμητική ἀριθμησίς τῶν ἑδαφίων α) ἔως καὶ 1) της παραγράφου 2 τοῦ ίδρου IV της ἐν λόγῳ Συμβάσεως θέλει θεωρηθῆναι μεταβληθεῖσα εἰς β' ἔως καὶ κ) διὸ της παρεμβολῆς εἰς τὸ ίδρον IV ἐνδεκάτου α) ἔχοντος ως ἔξιτος:

"Ἄλι διατάξεις της παρούσης Συμβάσεως θάθεωροῦνται ως μὴ ἔχουσαι ἐφάρμογην ἐπειδή της ἀκινήτου ίδιοκτησίας της κειμένης ἐν Ἑλλάδι καὶ ἐν Ἕνωμέναις Πολιτείαις.

'Ἀκινήτος ίδιοκτησία θάθεωρίται ως κειμένη εἰς τὸν τόπον δηκούσκεται τὸ γῆπεδον ἐφ'ούν τὸ ἀκινήτον. Τὸ ζήτημα κατὰ πόσον ίδιοκτησία ἡ δικαίωμα ἐπειδή ίδιοκτησίας ἀποτελούσσει ἀκινήτον ίδιοκτησίαν θάθεωρίζεται συμφώνως πρὸς τοὺς νόμους τοῦ τόπου ἐνθα κεῖται τὸ γῆπεδον ἐφ'ούν τὸ ἀκινήτον".

#### Άρθρον 2

1) Τὸ παρόν Πρωτόκολλον κυρωθήσεται καὶ τὸ έγγραφα κυρώσεως θέλουσιν ἀνταλλαγῆ ἐν Ἀθήναις τὸ ταχύτερον δυνατόν.

2) Τὸ παρόν Πρωτόκολλον θέλει τεθῇ ἐν ίσχυντι ἅμα τῇ ἀνταλλαγῇ τῶν κυρωτικῶν ἔγγράφων.

3) Τὸ παρόν Πρωτόκολλον θάθεωρίζεται συμφώνως πρὸς τοὺς νόμους τοῦ 1950.

'Ἐγένετο ἐν Ἀθήναις εἰς διπλοῦν εἰς τὴν Ἀγγλικήν καὶ τὴν Ἑλληνικήν, ἀμφοτέρων τῶν κειμένων ὅντων ἐξ ίσου αὐθεντικῶν, σήμερον τὴν ἡμέραν 12ην τοῦ μηνὸς Φεβρουαρίου τοῦ ἔτους 1964.—

ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΩΝ ΗΝΩΜΕΝΩΝ ΔΙΑ ΤΗΝ ΚΥΒΕΡΝΗΣΙΝ ΤΟΥ ΒΑΣΙΛΕΙΟΥ  
ΠΟΛΙΤΕΙΩΝ ΤΗΣ ΑΜΕΡΙΚΗΣ ΤΗΣ ΕΛΛΑΔΟΣ

WHEREAS the Senate of the United States of America by its resolution of June 23, 1964, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid protocol;

WHEREAS the aforesaid protocol was duly ratified by the President of the United States of America on July 7, 1964, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of the Kingdom of Greece;

WHEREAS it is provided in Article II of the aforesaid protocol that the protocol shall enter into force upon the exchange of instruments of ratification;

AND WHEREAS the respective instruments of ratification of the aforesaid protocol were duly exchanged at Athens on October 27, 1967 by the respective Plenipotentiaries of the United States of America and the Kingdom of Greece;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid protocol of February 12, 1964 to the end that the said protocol and each and every article and clause thereof may be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this third day of November in the year of our Lord one thousand nine hundred sixty-seven  
[SEAL] and of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

## NORWAY

### Mutual Defense Assistance

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

*Effectuated by exchange of notes*

*Dated at Oslo November 1 and 9, 1967;*

*Entered into force November 9, 1967.*

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*The American Embassy to the Norwegian Ministry of Foreign Affairs*

**M-85**

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs and with reference to Paragraph 1 Article IV of the Mutual Defense Assistance Agreement between the United States and Norway signed at Washington on January 27, 1950, [<sup>1</sup>] has the honor to state for the information of the Ministry that the minimum amount of Norwegian Kroner necessary during the United States Government's fiscal year 1968 for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be 1,615,355 Norwegian Kroner.

The Embassy also has the honor to state for the information of the Ministry that upon instruction from its government an additional amount of 156,083 Norwegian Kroner is to be requested from the Norwegian Government. This amount represents money expended by the Government of the United States above and beyond the amount of contributed currency furnished by the Government of Norway in implementing the Mutual Defense Assistance Agreement between the United States and Norway for the United States Government's fiscal year 1966. As agreed upon previously, the shortfall figure, if any, for the second previous fiscal year of the United States is to be presented with the request for contributed currency for the current fiscal year.

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<sup>1</sup> TIAS 2016, 6096; 1 UST 106; 17 UST 1393.

Summarized briefly, the contributed currency requirements for the United States Government's fiscal year 1968 are as follows:

	Norwegian Kroner
Estimated regular requirements for the United States Government's fiscal year 1968	1,615,355
Additional amount required to cover the United States Government's fiscal year 1966 shortfall	<u>156,083</u>
Total Required	1,771,438.

The Embassy proposes that, in accordance with previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian Kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 1,771,438 Norwegian Kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1968."

It is suggested that, if acceptable to the Norwegian Government, this note and the Ministry's reply together shall constitute an amendment to Annex C of the Mutual Defense Agreement between the United States of America and Norway signed at Washington D.C. on January 27, 1950.

J A B

EMBASSY OF THE UNITED STATES OF AMERICA  
*Oslo, November 1, 1967.*

*The Norwegian Ministry of Foreign Affairs to the American Embassy*

MINISTÈRE ROYAL  
DES  
AFFAIRES ETRANGÈRES

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. M-35, dated November 1, 1967, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

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

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian Kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total 1,771,438 Norwegian Kroner for its use on behalf of the Government of the United States of America for administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1968."

As the fiscal year in Norway corresponds to the calendar year, the acceptance of the proposal set out above will, as far as the granting of the funds for the period after January 1, 1968, is concerned, be subject to confirmation by Norwegian authorities.

The Ministry agrees that the Embassy's Note of November 1, 1967, together with this reply constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington D. C. on January 27, 1950.

Oslo, November 9th, 1967.

lfv



THE EMBASSY OF THE UNITED STATES OF AMERICA,  
*Oslo.*

TIAS 6376

**UNION OF SOVIET SOCIALIST REPUBLICS**

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

*Agreement signed at Moscow November 25, 1967;  
Entered into force November 25, 1967.*

## 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 area with due regard for the state of fish stocks, based on the results of scientific investigation, 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. 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 agencies of both Governments shall ensure the following:

- a. An exchange of scientific and statistical data, published works and the results of fishery research;
- b. Meetings of scientists and, in appropriate cases, the participation of the scientists of each Government in fishery research conducted on the research vessels of the other Government.

Each Government will take the necessary steps to ensure that its competent agencies conduct the corresponding fishery research as well as develop the most rational fishing technology in accordance with a coordinated program, which has been developed by the scientists of both countries.

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 to April 1, to ensure access of red hake and silver hake to the spawning grounds; said abstention will apply to an area of the Mid-Atlantic bounded by straight lines with the following coordinates: on the east, along the meridian 71°40' W. Long.; on the west, along the meridian 72°40' W. Long.; on the south, by a line connecting points with coordinates 39°00' N. Lat., 71°40' W. Long. and 39°00' N. Lat., 72°40' W. Long., and on the north by the outer limit

of the nine-mile fishery zone contiguous to the territorial sea of the United States of America;

b. Refrain from increasing fish catch above the 1967 level in the waters situated west and south of Sub-area 5 of the Convention area of the 1949 International Convention for Fisheries in the North-west Atlantic and north of Cape Hatteras;<sup>[1]</sup>

c. Refrain from conducting specialized fisheries for scup and fluke and not increase their incidental catch in the waters specified in sub-paragraph b. of this paragraph.

The above provisions shall not apply to vessels under 110 feet in length, nor to vessels fishing for crustacea or molluscs.

3. a. Fishing vessels of the Union of Soviet Socialist Republics may, during the period from November 15 to May 15, conduct loading operations in the waters of the nine-mile fishery zone contiguous to the territorial sea of the United States of America enclosed 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°33'28"	72°43'44"
40°39'48"	72°43'44"

<sup>1</sup> TIAS 2089; 1 UST 488.

b. Fishing vessels of the Union of Soviet Socialist Republics may conduct loading operations during the period from September 15 to May 15 within the nine-mile fishery zone contiguous to the territorial sea of the United States of America, in the area between  $39^{\circ}20' N.$  Lat. and  $39^{\circ}45' N.$  Lat. The Government of the United States of America will communicate to the Government of the Union of Soviet Socialist Republics, prior to January 1, 1968, the coordinates of the area most suitable for this purpose, which shall be three nautical miles long, and six nautical miles wide measured landward from the outer limits of the nine-mile fishery zone contiguous to the territorial sea of the United States of America.

4. Fishing vessels of the Union of Soviet Socialist Republics may fish during the period from January 1 to April 1, 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>
$40^{\circ}40'55''$	$72^{\circ}40'00''$
$40^{\circ}34'31''$	$72^{\circ}40'00''$
$40^{\circ}32'41''$	$72^{\circ}46'26''$
$40^{\circ}32'32''$	$72^{\circ}53'26''$
$40^{\circ}36'54''$	$72^{\circ}53'26''$

5. Each Government will, within the scope of its domestic laws and regulations, facilitate entry into appropriate ports for fishing and fishery research vessels of the other Government. This shall apply with respect to the procedure for presenting crew lists for the above-mentioned vessels and to the providing of fresh water, fuel and provisions.

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

7. 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.

8. This agreement shall remain in force for the period of one year. Representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this agreement to review the operation of this agreement and to decide on future arrangements.

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

Done in Moscow, November 25, 1967, in two copies, each in  
English and Russian, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[<sup>1</sup>]  
*Donald L. McKernan*

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[<sup>2</sup>]  
*V. M. Kamentsev*

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<sup>1</sup> Donald L. McKernan.

<sup>2</sup> V. M. Kamentsev.

### СОГЛАШЕНИЕ

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 открытого моря в средней части Атлантического океана осуществлялось на рациональной основе с должным учетом их взаимных интересов, исходя из общепризнанных принципов международного права,

считая необходимым осуществлять промысел в указанных районах с должным учетом состояния рыбных запасов, основанным на результатах научных исследований с тем, чтобы обеспечить поддержание максимальных устойчивых уловов и указанного промысла,

принимая во внимание необходимость расширения и координации научно-исследовательских работ в области рыболовства и обмен научными данными,

согласились

согласились о нижеследующем:

I. Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик считают желательным расширить научные исследования видов рыб, представляющих интерес для обеих сторон, как на национальной основе, так и в форме координированных исследований по согласованным программам. Компетентные организации обоих правительств обеспечат:

- а) обмен научными и статистическими данными, опубликованными работами и результатами рыбохозяйственных научных исследований;
- в) встречи ученых и, в подходящих случаях, участие ученых каждого правительства в рыбохозяйственных исследованиях, проводимых на научно-исследовательских судах другого правительства.

Каждое правительство примет необходимые меры к тому, чтобы их компетентные организации вели соответствующие рыбохозяйственные научные исследования, а также разработку наиболее рациональной

техники

техники лова по координированной программе, разработанной учеными обеих стран.

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

а) воздерживались от ведения промысла в период с 1 января по 1 апреля для обеспечения прохода морского налима и серебристого хека на нерестилища; указанное воздержание будет распространяться на район средней части Атлантики, ограниченный прямыми линиями со следующими координатами: с востока по меридиану  $71^{\circ}40'$  з.д.; с запада по меридиану  $72^{\circ}40'$  з.д.; с юга - линией, соединяющей точки с координатами  $39^{\circ}00'$  с.ш.,  $71^{\circ}40'$  з.д. и  $39^{\circ}00'$  с.ш.,  $72^{\circ}40'$  з.д., а с севера - внешней границей девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки;

б) воздерживались от увеличения вылова рыбы по сравнению с уровнем 1967 года в водах, расположенных к западу и к югу от подрайона 5 района

действия

действия Международной Конвенции о рыболовстве в северо-западной части Атлантического океана 1949 года и к северу от мыса Гаттерас;

с) воздерживались от ведения специализированного промысла ската и летней камбалы и не увеличивали их прилова в водах, указанных в пункте "в" настоящего параграфа.

Указанные положения не распространяются на суда, имеющие длину менее 110 футов и на суда, ведущие промысел ракообразных или моллюсков.

3. а) Суда рыбной промышленности Союза Советских Социалистических Республик могут в период с 15 ноября по 15 мая осуществлять грузовые операции в водах девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки, ограниченных прямыми линиями, соединяющими следующие точки в указанном ниже порядке:

Северная широта	Западная долгота
40°40'55"	72°40'00"
40°34'31"	72°40'00"
40°33'28"	72°43'44"
40°39'48"	72°43'44"

в) Суда

в) Суда рыбной промышленности Союза Советских Социалистических Республик могут осуществлять грузовые операции в период с 15 сентября по 15 мая в девятимильной рыболовной зоне, прилежащей к территориальным водам Соединенных Штатов Америки, в районе между  $39^{\circ}20'$  северной широты и  $89^{\circ}45'$  северной широты. Правительство Соединенных Штатов Америки сообщит до 1 января 1968 года Правительству Союза Советских Социалистических Республик координаты наиболее удобного для этой цели участка длиной в три морские мили и шириной в шесть морских миль, отсчитываемых в сторону берега от внешней границы девятимильной рыболовной зоны, прилежащей к территориальным водам Соединенных Штатов Америки.

4. Суда рыбной промышленности Союза Советских Социалистических Республик могут вести промысел в период с 1 января по 1 апреля в девятимильной рыболовной зоне, прилежащей к территориальным водам Соединенных Штатов Америки, в водах, ограниченных

прямymi

прямыми линиями, соединяющими следующие точки в указанном ниже порядке:

Северная широта	Западная долгота
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"

5. Каждое правительство, в пределах своих внутренних законов и правил, будет содействовать заходам в соответствующие порты промысловых и рыбохозяйственных научно-исследовательских судов другого правительства. Это будет касаться процедуры представления списков экипажа вышеуказанных судов и снабжения пресной водой, топливом и продовольствием.

6. При форсмажорных обстоятельствах каждое правительство, в пределах своих внутренних законов и правил, будет содействовать заходам промысловых и рыбохозяйственных научно-исследовательских судов в свои соответствующие открытые порты после

надлежащего

надлежащего об этом уведомления.

7. Ничто в настоящем Соглашении не должно толковаться в ущерб взглядам любого правительства на свободу рыболовства в открытом море или на традиционный промысел рыбы.

8. Настоящее Соглашение остается в силе в течение одного года. 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.

В удостоверение чого нижеподписавшиеся, будучи должностным образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Москве 25 ноября 1967 года, в двух экземплярах, каждый на английском и русском языках, причем оба текста являются аутентичными.

По уполномочию  
Правительства  
Соединенных Штатов  
Америки

*Donald L. McRae*

По уполномочию Правительства  
Союза Советских Социалистиче-  
ских Республик

*Владимир*

## AUSTRIA

### Alien Amateur Radio Operators

*Agreement signed at Vienna November 21, 1967;  
Entered into force December 21, 1967.*

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#### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE AUSTRIAN FEDERAL GOVERNMENT RELATING TO THE OPERATION OF AMATEUR RADIO STATIONS**

The Government of the United States of America and the Austrian Federal Government, desiring to conclude an Agreement relating to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the Radio Regulations, Geneva, 1959, [¹] agree as follows:

1. An individual who is licensed by the authorities of his country as an amateur radio operator and who operates an amateur radio station licensed by those authorities shall be permitted, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of the other country.
2. The individual who is licensed by the authorities of his country as an amateur radio operator needs in order to operate his station in the territory of the other country an authorization issued by the appropriate administrative agency of that other country.
3. The appropriate administrative agency of each country may subject to the respective laws as well as on the grounds of public order and security prescribe conditions and terms and cancel authorizations already issued.
4. This Agreement shall enter into force 30 days after the date of signature [²] and be subject to termination by either Government giving six month's notice in writing of its intention to terminate.

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<sup>1</sup> TIAS 4893; 12 UST 2633.

<sup>2</sup> Dec. 21, 1967.

**ABKOMMEN ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA UND DER ÖSTERREICHISCHEN BUNDESREGIERUNG ÜBER DIE BETREIBUNG VON AMATEURFUNKSTELLEN**

Die Regierung der Vereinigten Staaten von Amerika und die Österreichische Bundesregierung, in der Absicht ein Abkommen über die wechselseitige Einräumung von Berechtigungen abzuschließen, auf Grund derer lizenzierte Funkamateure beider Länder ihre Funkstellen im anderen Land gemäß den Bestimmungen des Artikels 41 der "Vollzugsordnung für den Funkdienst", Genf 1959, betreiben dürfen, sind wie folgt übereingekommen:

1. Eine Person, die von den Behörden ihres Staates als Funkamateur lizenziert ist und eine von diesen Behörden lizenzierte Amateurfunkstelle betreibt, darf auf Grundlage der Gegenseitigkeit und nach Maßgabe der nachstehend angeführten Bestimmungen eine solche Funkstelle im Hoheitsgebiet des anderen Staates betreiben.
2. Die von den Behörden ihres Staates als Funkamateur lizenzierte Person benötigt zum Betrieb ihrer Funkstelle im Hoheitsgebiet des anderen Staates eine Bewilligung der zuständigen Verwaltungsbehörde dieses anderen Staates.
3. Die zuständige Verwaltungsbehörde jedes Staates kann nach Maßgabe der einschlägigen Gesetze sowie aus Gründen der öffentlichen Ordnung und Sicherheit Bedingungen stellen, Auflagen anordnen und erteilte Bewilligungen wieder widerrufen.
4. Dieses Abkommen tritt 30 Tage nach Unterzeichnung in Kraft und kann von jeder Regierung durch schriftliche Bekanntgabe der Kündigungsabsicht, die spätestens sechs Monate im vorhinein zu erfolgen hat, außer Kraft gesetzt werden.

Done at Vienna, this 21 day of November 1967 in duplicate in the English and German languages, both texts being equally authentic.

Geschehen zu Wien, am 21. November 1967 in doppelter Ausfertigung in englischer und deutscher Sprache, wobei beide Texte in gleicher Weise authentisch sind.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:  
FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA:

DOUGLAS MACARTHUR 2nd

FOR THE AUSTRIAN FEDERAL GOVERNMENT:  
FÜR DIE ÖSTERREICHISCHE BUNDESREGIERUNG:

DR LUJO TONCIĆ-S.

[SEAL]

[SEAL]

## SOMALI REPUBLIC

### Technical Cooperation

*Agreement extending the agreement of January 28 and February 4, 1961, as extended.*

*Effectuated by exchange of notes*

*Dated at Mogadiscio August 31, 1967;*

*Entered into force August 31, 1967;*

*Effective February 1, 1967.*

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*The Ministry of Foreign Affairs of the Somali Republic to  
the American Embassy*

MINISTERO DEGLI AFFARI ESTERI

1707/S/58

#### NOTE VERBALE

The Ministry of Foreign Affairs of the Somali Republic presents its compliments to the Embassy of United States in Mogadiscio and has the honour to inform the latter that the Somali Government has now decided that the existing Agreement on Technical Cooperation between the two countries [<sup>1</sup>] should be extended until 31st August, 1970.

The Ministry of Foreign Affairs requests the Embassy for confirmation for the extension of the Agreement.

The Ministry of Foreign Affairs of the Somali Republic avails itself of this opportunity to renew to the Embassy of the United States the assurances of its highest considerations.

[SEAL]

MOGADISCIO, 31st August, 1967.

EMBASSY OF THE UNITED STATES OF AMERICA,  
*Mogadiscio*

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<sup>1</sup> Effectuated by exchange of notes of Jan. 28 and Feb. 4, 1961; TIAS 4915; 12 UST 3138. See extension agreement effectuated by exchange of notes of Dec. 27 and 29, 1966; TIAS 6199; *ante*, p. 76.

*The American Embassy to the Ministry of Foreign Affairs  
of the Somali Republic*

No. 90

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Somali Republic, and has the honor to refer to the Ministry's Note No. 1707/S/58, dated August 31, 1967, informing the Embassy that the Government of the Somali Republic had decided that the Agreement for a Technical Cooperation Program for the Trust Territory of Somaliland under Italian Administration between the Government of Italy and the Government of the United States of America signed on June 28, 1954, as amended by an exchange of notes on December 24, 1959 and June 30, 1960 [<sup>1</sup>] should be extended until August 31, 1970.

The Embassy concurs in the extension of the Agreement as proposed. Accordingly, the Ministry's Note No. 1707/S/58, together with this note, constitute an agreement, which shall enter into force and take effect from February 1, 1967, extending the original agreement of June 28, 1954 to August 31, 1970.

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

N. E. F.

EMBASSY OF THE UNITED STATES OF AMERICA  
*Mogadiscio, August 31, 1967*

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<sup>1</sup> TIAS 3150, 4392, 4919; 5 UST 2922; 10 UST 3014; 12 UST 3163. See also TIAS 4915; 12 UST 3138.

# CHILE

## Alien Amateur Radio Operators

*Agreement effected by exchange of notes  
Signed at Washington November 30, 1967;  
Entered into force December 30, 1967.*

*The Ambassador of Chile to the Secretary of State*

EMBAJADA DE CHILE  
WASHINGTON

1531/124

Nov 30 1967

SEÑOR SECRETARIO DE ESTADO:

Tengo el honor de dirigirme a Vuestra Excelencia con el propósito de expresarle que el Gobierno de Chile está dispuesto a celebrar un Acuerdo con el Gobierno de los Estados Unidos de América, con la finalidad de otorgar autorizaciones recíprocas, para que los radioaficionados de cada uno de nuestros países puedan operar con sus estaciones de radio en el otro país, de conformidad con las disposiciones del artículo 41 de las Regulaciones Internacionales de Radio, aprobadas en Ginebra en 1959, bajo las siguientes condiciones:

1.- Un radioaficionado que tenga permiso de su Gobierno y quien opera una estación de radioaficionado con permiso de dicho Gobierno, será permitido por el otro Gobierno, sobre una base recíproca y sujeto a las condiciones abajo indicadas, para operar tal estación en el territorio de dicho Gobierno.

2.- El radioaficionado que tenga permiso de su Gobierno, antes de que le sea permitido operar su estación de radio, así como lo establece el párrafo 1, obtendrá de la agencia administrativa apropiada del otro Gobierno una autorización para tal propósito.

3.- La agencia administrativa determinada de cada Gobierno puede otorgar una autorización, tal como lo prescribe el párrafo 2; bajo tales condiciones y términos, el Gobierno que otorgó la autorización, se reserva el derecho de cancelar el permiso, en cualquier momento, de acuerdo a su propia potestad.

La presente nota y la Reversal de Vuestra Excelencia, del mismo tenor y fecha, habrán de constituir un Acuerdo entre nuestros dos Gobiernos, el que entrará en vigencia a los treinta días de su concertación. Igualmente, la terminación de este acuerdo tendrá efecto a los 30 días de la fecha de recepción de la notificación escrita sobre la terminación del acuerdo por parte del Ministerio de Relaciones Exteriores de la otra parte.

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

R TOMIC

Radomiro Tomić  
*Embajador de Chile*

Excelentísimo Señor  
DEAN RUSK  
*Secretario de Estado*  
*Washington, D.C.*

EMBAJADA DE CHILE  
WASHINGTON, D.C. 20036

1531/124

Nov 30 1967

*Translation*

EXCELLENCY:

I have the honor to express to Your Excellency that the Government of Chile is desirous of making an agreement with the Government of the United States of America to grant reciprocal authorizations, so that amateur radio operators in each of our countries may operate their radio stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959 [1] under the following conditions:

1.— An amateur radio operator who is licensed by his Government and who operates an amateur radio station with the permission of his Government will be permitted by the other Government, on a reciprocal basis and subject to the conditions indicated below, to operate such a station on the territory of such other Government.

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

3.— The appropriate administrative agency of each Government may issue such an authorization as prescribed in paragraph 2; under

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<sup>1</sup> TIAS 4893; 12 UST 2633.

these conditions and terms, the Government which issued the authorization reserves to itself the right of cancellation of this permission at any time in accordance with its own interests.

This Note and the reply of it from Your Excellency, of the same date, and on the same subject, will constitute an agreement between our two Governments which will enter into effect 30 days after signature. [1] Similarly, termination of this agreement will become effective 30 days from the date of receipt of written notification of termination of the agreement from the Ministry of Foreign Affairs of the other party.

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

R. TOMIC

Radomiro Tomić  
*Ambassador of Chile*

His Excellency

DEAN RUSK

*Secretary of State*

*Department of State*

*Washington, D.C.*

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*The Secretary of State to the Ambassador of Chile*

DEPARTMENT OF STATE

WASHINGTON

November 30, 1967

EXCELLENCY:

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

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

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed

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<sup>1</sup> Dec. 30, 1967.

by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

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

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

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

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

For the Secretary of State:

FRANK E. LOY

His Excellency  
RADOMIRO TOMIC,  
*Ambassador of Chile.*



# GUINEA

## Agricultural Commodities

*Agreement signed at Conakry October 18, 1967;  
Entered into force October 18, 1967.*

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

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

Recognizing the desirability of expanding trade in agricultural  
commodities between the United States of America (hereinafter  
referred to as the exporting country) and the Republic of Guinea  
(hereinafter referred to as the importing country) and with other  
friendly countries in a manner that will not displace usual mar-  
ketings 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,<sup>[1]</sup> as amended (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:

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<sup>1</sup> 80 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, including the applicable annex which is an integral part of this agreement.

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

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

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

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this

agreement shall be made within the supply periods specified in the commodity table in Part II.

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

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

any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

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

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

## ARTICLE II

### A. Initial Payment

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

**B. Type of Financing**

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

**C. Deposit of Payments**

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

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

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

**ARTICLE III****A. World Trade**

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in

these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

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

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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during

the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

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

C. Self-help

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

D. Reporting

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

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

commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

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

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

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

#### E. Procedures for Reconciliation and Adjustment of Accounts

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

#### F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

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

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

G. Applicable Exchange Rate

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

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

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

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement,

including the operation of arrangements carried out pursuant to this agreement.

#### I. Identification and Publicity

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

#### PART II - PARTICULAR PROVISIONS

##### Item I. Commodity Table

Commodity	Supply Period (United States' Fiscal Year)	Approximate Maximum Quantity	Maximum Export Market Value
Wheat flour	1968	11,000 metric tons	\$ 946,000
Cotton	1968	9,200 bales	1,104,000
Inedible tallow	1968	3,000 metric tons	456,000
Vegetable oil	1968	2,000 metric tons	559,000
Ocean transportation (estimated)			352,000
			<hr/> \$3,417,000

##### Item II. Payment Terms

###### Convertible Local Currency Credit

1. Initial payment - none
2. Number of installment payments - 25
3. Amount of each installment payment - approximately equal annual amounts.
4. Due date of first installment payment - 6 years after date of last delivery of commodities in each calendar year.
5. Initial interest rate - 1 percent
6. Continuing interest rate - 2-1/2 percent

## Item III. Usual Marketings

Commodity	Import Period (United States Fiscal Year)	Quantity to be Imported
Edible vegetable oil	1968	1,600 metric tons
Wheat flour	1968	4,000 metric tons

## Item IV. Export Limitations

A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall begin on the date of this agreement and end on the final date on which such commodity is being imported and utilized.

B. For the purposes of Part I, Article III A(3) of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are as follows:

Commodities Financed Under this Agreement	Same or Like Commodities
Wheat flour	Wheat flour, wheat and wheat products, fonio, millet, sorghum, barley, rice, corn and the products thereof.
Cotton	Cotton and cotton textiles
Inedible tallow	Inedible tallow
Vegetable oil	Edible oils

It is understood that no restrictions are placed on the export of palm kernels.

## Item V. Self-Help Measures

The United States Government shares the view of the Government of Guinea that self-sufficiency in food production is a vital national goal. To this end, the Government of Guinea agrees to:

1. Request the assistance of appropriate international organizations to:
  - a. inaugurate such economic stabilization measures as may be necessary to increase agricultural production;
  - b. make studies of its agricultural programs and policy, especially of the marketing system, in order to improve efficiency and to achieve optimum production levels;
  - c. conduct periodic reviews of the Government's plans and programs for increasing food production.

2. Make available the proceeds obtained from the sales in Guinea of commodities provided under this agreement for use in agricultural development.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures described in Item V.

## PART III - FINAL PROVISIONS

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

B. This agreement shall enter into force upon signature.

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

DONE at Conakry, in duplicate, this *18<sup>th</sup>* day of  
*October 1967*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

ROBINSON McILVAINE

FOR THE GOVERNMENT OF THE REPUBLIC OF GUINEA:

EL HADJ MAMADOU FOFANA

CONVERTIBLE LOCAL CURRENCY CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA FOR THE SALE OF AGRICULTURAL COMMODITIES

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

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

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

a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and,

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

This principal shall be paid in accordance with the payment schedule

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

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in such calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments. For the period from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

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

disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The Government of the importing country shall furnish, in such form and at such times as may be requested by the Government of the exporting country, but not less frequently than on an annual basis, reports containing relevant information concerning the accumulation and use of these proceeds, including information concerning the programs for which these proceeds are used, and, when the proceeds are used for loans, the prevailing rate of interest for comparable loans in the importing country.

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

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for

payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS  
D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DE  
GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES -

-:-:-:-:-:-:-:-

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée :

Reconnaissant qu'il est souhaitable de développer le commerce des produits agricoles entre les Etats-Unis d'Amérique (ci-après dénommés "le pays exportateur") et la Guinée (ci-après dénommée "le pays importateur") et d'autres nations amies d'une manière telle que ce développement ne risque pas de porter préjudice aux marchés habituels du pays exportateur pour ces produits ou d'affecter indûment les prix mondiaux de ces produits agricoles ou d'entraver les pratiques commerciales d'usage établies avec les pays amis :

Tenant compte de l'importance que revêt pour les pays en voie de développement le fait de s'enforcer de s'aider eux-mêmes en vue de parvenir à un plus haut degré d'indépendance, particulièrement en s'efforçant de faire face eux-mêmes aux problèmes que posent la production alimentaire et l'accroissement démographique ;

Reconnaissant la politique du pays exportateur qui consiste à mettre sa productivité agricole au service de la lutte contre la faim et la sous-alimentation dans les pays en voie de développement, à encourager ces pays à relever leur propre production agricole et les aider dans leur développement économique ;

Reconnaissant la volonté du pays importateur d'améliorer sa propre production, ses installations d'entreposage et la distribution de ses denrées alimentaires agricoles, y compris la réduction des pertes à tous les stades de manutention des denrées ;

Désirant préciser les conventions qui régiront les ventes de produits agricoles au pays importateur en vertu du titre I de la Loi sur le développement des échanges commerciaux et de l'aide en produits agricoles, telle que modifiée (ci-après dénommée "la Loi"), et les dispositions que les deux Gouvernements prendront individuellement et collectivement en vue de favoriser l'application des politiques mentionnées ci-dessus ;

Sont convenus de ce qui suit :

1ere PARTIE - DISPOSITIONS GENERALES

ARTICLE PREMIER

A- Le Gouvernement du pays exportateur s'engage à financer la vente de produits agricoles à des acheteurs autorisés par le Gouvernement du pays importateur conformément aux termes et conditions énoncés dans le présent accord, ainsi que dans l'annexe qui est partie intégrante de cet accord.

B- Le financement de la vente des produits agricoles énumérés dans le II<sup>e</sup> Partie du présent accord sera subordonné à:

1. La délivrance par le Gouvernement du pays exportateur d'autorisations d'achat et à l'acceptation de ces autorisations par le Gouvernement du pays importateur ;
2. La disponibilité des produits visés à la date prévue pour leur exportation.

C- Les demandes d'autorisations d'achat devront être faites dans un délai de 90 jours à compter de la date d'entrée en vigueur du présent accord et, en ce qui concerne tous autres produits ou toutes quantités supplémentaires prévus par tout accord supplémentaire, dans un délai de 90 jours à compter de la date d'entrée en vigueur dudit accord supplémentaire. Les autorisations d'achat comporteront des dispositions relatives à la vente et à la livraison des produits visés et d'autres dispositions s'y rapportant.

D- Sous réserve d'autorisations contraires du Gouvernement du pays exportateur, les livraisons des produits vendus aux termes du présent accord seront effectuées au cours des périodes d'offre fixées au tableau des produits figurant dans la II<sup>e</sup> Partie du présent accord.

E- La valeur de la quantité totale de chaque produit faisant l'objet des autorisations d'achat en vue d'un mode particulier de financement, autorisé aux termes du présent accord, ne devra pas dépasser la valeur marchande maximum d'exportation stipulée quant à ce produit et à ce mode de financement dans la II<sup>e</sup> Partie du présent accord. Le Gouvernement du pays exportateur pourra fixer la limite de la valeur totale de chaque produit couvert par des autorisations d'achat et devant faire l'objet d'un mode particulier de financement suivant que baisse le prix de ce produit ou que d'autres facteurs de marché le nécessitent, de sorte que les quantités d'un tel produit, vendues conformément à un mode particulier de financement ne dépassent pas sensiblement la quantité maximum approximative applicable stipulée dans la II<sup>e</sup> Partie du présent accord.

F- Le Gouvernement du pays exportateur prendra à sa charge le frêt différentiel afférent aux produits dont le transport à bord de navires battant pavillon des Etats-Unis sera exigé par le Gouvernement du pays exportateur (soit environ 50 pour cent du tonnage des produits vendus aux termes du présent accord). Le frêt différentiel sera réputé être égal à la différence, telle qu'elle aura été déterminée par le Gouvernement du pays exportateur, entre les frais de transport maritime encourus (plus élevés qu'ils ne l'auraient été autrement) et ceux résultant de l'obligation d'utiliser des navires battant pavillon des Etats-Unis pour le transport des produits en question. Il n'appartiendra pas au Gouvernement du pays importateur de rembourser au Gouvernement du pays exportateur les frais supplémentaires de transport maritime financés par le Gouvernement du pays exportateur ni de mettre en dépôt à cet effet des fonds en monnaie locale du pays importateur.

G- Dès que possible après que l'espace nécessaire à bord de navires battant pavillon des Etats-Unis aura été réservé par voie de contrat en vue de l'expédition des produits dont le transport à bord de navires battant pavillon des Etats-Unis est obligatoire, et au plus tard à la date à laquelle les navires arriveront au port de chargement, le Gouvernement du pays importateur ou les acheteurs autorisés par lui ouvriront une lettre de crédit, en dollars des Etats-Unis, d'un montant égal au coût estimatif du transport maritime desdits produits.

H- L'un ou l'autre Gouvernement pourra mettre au financement, à la vente et à la livraison des produits en vertu du présent accord, s'il juge qu'en raison de changement de conditions, il est inutile ou inopportun de continuer de financer, de vendre ou de livrer lesdits produits.

## ARTICLE II

### A: Paiement initial

Le Gouvernement du pays importateur effectuera ou fera en sorte que soit effectué tout paiement initial stipulé dans la III<sup>e</sup> Partie du présent accord. Le montant de ce paiement représentera la proportion du prix d'achat (exclusion faite de tous frais de transport maritime qui pourraient y figurer) égale au pourcentage stipulé à titre de paiement initial dans la III<sup>e</sup> Partie et ledit paiement sera effectué en dollars des Etats-Unis, conformément aux dispositions de l'autorisation d'achat applicable.

### B- Mode de Financement

La vente des produits visés dans la III<sup>e</sup> Partie sera financée selon le mode de financement indiqué dans la Partie sus-mentionnée. En outre, des dispositions spéciales relatives à ladite vente sont également énoncées dans la III<sup>e</sup> Partie ainsi que dans l'annexe.

1. Tant qu'un système de taux de change unitaire est maintenu en vigueur par le Gouvernement du pays importateur, le taux de change applicable sera le taux de change auquel l'autorité monétaire centrale du pays importateur, ou son

C. Dépôts des versements

Le Gouvernement du pays importateur effectuera ou fera en sorte que soient effectués des versements au Gouvernement du pays exportateur d'un montant, en monnaie et aux taux de change stipulés plus bas dans le présent accord, de la façon suivante :

1. Les versements en monnaie locale du pays importateur (ci-après dénommés "monnaie locale") seront déposés au compte du Gouvernement des Etats-Unis d'Amérique dans des comptes en banque portant intérêt et désignés par le Gouvernement des Etats-Unis d'Amérique dans le pays importateur ;

2. Les versements en dollars seront remis au Treasurer, Commodity Credit Corporation, United States Département of Agriculture, Washington, D.C. 20250, à moins qu'il ne soit convenu d'une autre méthode de paiement entre les deux Gouvernements.

ARTICLE III

A. Commerce Mondial

Les deux Gouvernements prendront le maximum de précautions pour s'assurer que les ventes de produits agricoles effectuées conformément aux dispositions du présent accord ne portent pas préjudice aux marchés habituels du pays exportateur pour ces produits ou n'affectent pas indûment les prix mondiaux de ces produits agricoles ou n'entraînent pas les pratiques commerciales d'usage établies avec les pays que le Gouvernement du pays exportateur considère comme étant des pays amis (dénommés "pays amis" dans le présent accord). Aux fins d'application de la présente clause, le Gouvernement du pays importateur devra :

I. s'assurer que le total de ses importations en provenance du pays exportateur et d'autres pays amis, payé au moyen de ressource du pays importateur, sera au moins égal à la quantité des produits agricoles qui pourraient être spécifiés dans le tableau des marchés habituels figurant dans la IIe Partie du présent

accord durant chaque période d'importation indiquée dans ledit tableau et durant chaque période comparable suivante au cours de laquelle des produits dont l'achat sera financé aux termes du présent accord auront été livrés. Les importations de produits destinés à satisfaire à ces obligations concernant les marchés habituels au cours de chaque période d'importation devront être effectuées en plus des achats financés aux termes du présent accord ;

2. prendre toutes dispositions utiles pour empêcher la revente, le détournement en transit ou le transbordement à destination d'autres pays des produits agricoles achetés en vertu des dispositions du présent accord, ou l'utilisation de ces produits à des fins autres que celles devant satisfaire aux besoins du pays (sauf dans les cas où leur revente, leur détournement en transit, leur transbordement ou leur utilisation à d'autres fins que celles prévues seraient expressément approuvés par le Gouvernement des Etats-Unis d'Amérique) ;

3. prendre toutes dispositions utiles pour empêcher l'expédition de tous produits d'origine nationale ou étrangère, identiques ou similaires aux produits dont l'achat sera financé aux termes du présent accord durant la période de limitation des exportations spécifiée dans le tableau des limitations des exportations figurant dans la II<sup>e</sup> Partie du présent accord ( sauf stipulations contraires de la II<sup>e</sup> Partie du présent accord ou dans le cas où de telles exportations seraient expressément approuvées par le Gouvernement des Etats-Unis d'Amérique).

B. Commerce privé

Aux fins d'applications du présent accord, les deux Gouvernements s'efforceront de faire prévaloir les conditions commerciales qui permettront aux négociants d'exercer leur commerce sans entrave.

C. Auto-assistance

La II<sup>e</sup> Partie du présent accord décrit le programme que le Gouvernement du pays importateur a entrepris en vue d'améliorer

sa production, ses installations d'entreposage et la commercialisation des produits agricoles, Le Gouvernement du pays importateur devra, dans les formes et aux dates auxquelles le Gouvernement du pays exportateur pourrait en faire la demande, fournir un rapport sur les progrès réalisés par le Gouvernement du pays importateur quant à l'application des mesures d'auto-assistance de cette nature.

D. Informations

En plus de tous autres rapports dont les deux Gouvernements sont convenus, le Gouvernement du pays importateur devra, au moins tous les trimestres au cours de la période d'approvisionnement spécifiée à la IIe Partie. Point I du présent accord, et lors de toute période subséquente comparable durant laquelle des produits achetés aux termes du présent accord sont importés ou utilisés, communiquer ce qui suit :

1. Les renseignements ci-après concernant chaque expédition de produits reçus conformément au présent accord : le nom de chaque navire, la date d'arrivée, le port d'arrivée, le produit et la quantité livrée, l'état dans lequel la cargaison a été livrée, la date à laquelle le déchargement a été terminé et la façon dont il a été disposé de la cargaison, à savoir entreposage, distribution à l'échelon local ou, en cas de réexpédition, le destinataire;

2. un rapport indiquant les progrès réalisés en vue de satisfaire aux obligations relatives aux marchés habituels;

3. un rapport exposant les mesures prises aux fins d'application des dispositions des sections A. 2) et 3) du présent article;

4. des informations statistiques sur les importations et exportations effectuées par les pays d'origine ou de destination des produits qui sont identiques ou similaires à ceux qui ont été importés aux termes du présent accord.

E. Méthode de rapprochement et d'ajustement des comptes

Les deux Gouvernements devront chacun adopter toute méthode propre à faciliter le rapprochement de leurs relevés respectifs des montants financés en ce qui concerne les produits livrés durant chaque année civile. La Commodity Credit Corporation du pays exportateur et le Gouvernement du pays importateur pourront procéder à tous ajustements des comptes de crédit qu'ils jugeraient d'un commun accord comme étant appropriés.

F. Définitions

Aux fins d'application du présent accord :

I. La livraison sera réputée avoir été effectuée à la date du reçu à bord figurant dans le connaissance maritime signé ou paraphé pour le compte du transporteur;

2. l'importation sera réputée avoir été effectuée lorsque le produit visé aura passé la frontière du pays importateur, et aura été dédouané, s'il y a lieu, par ledit pays ;

3. l'utilisation sera réputée avoir eu lieu lorsque le produit visé aura été vendu aux négociants dans le pays importateur, sans restriction concernant son emploi dans le dit pays, ou lorsqu'il aura été distribué de toute autre manière au consommateur dans le pays.

G. Taux de change applicable

Aux fins d'application du présent accord, le taux de charge applicable en vue de déterminer le montant de toute somme ou monnaie locale devant être versée au Gouvernement du pays exportateur sera <sup>NY</sup>taux qui ne sera pas moins favorable au Gouvernement du pays exportateur que les taux de change les plus élevés pouvant être légalement obtenus dans le pays importateur et un taux qui ne sera pas moins favorable au Gouvernement du pays exportateur que les taux de change les plus élevés pouvant être obtenus par tout autre pays. En ce qui concerne la monnaie locale:

représentant autorisé, vend des devises étrangères en échange de monnaie locale ; .

2. Au cas où un système de taux de change unitaire ne serait pas maintenu en vigueur, le taux applicable sera le taux qui (selon qu'il aura été convenu mutuellement par les deux Gouvernements) remplira les conditions stipulées dans le premier alinéa de la présente section G.

#### H. Consultation.

A la requête de l'un d'eux, les deux Gouvernements se consulteront en ce qui concerne toute question sur le présent accord, notamment en ce qui concerne l'exécution des dispositions prévues en vertu du présent accord.

#### I. Identification et publicité

Le Gouvernement du pays importateur prendra toutes mesures dont il pourrait être mutuellement convenu avant la livraison, en vue de procéder à l'identification des denrées alimentaires aux lieux de distribution dans le pays importateur et en vue d'assurer la publicité prévue au sous-paragraphe 103 (1) de la Loi.

#### II. PARTIE - DISPOSITIONS PARTICULIERES

##### POINT I. Tableau des Produits

<u>Produit</u>	<u>Période d'offre</u>	<u>Quantité maximum</u>	<u>Valeur maxi-</u>
	(A.F. des Etats-Unis)	<u>Approximative</u>	<u>mum sur le</u>
			<u>marché d'exportation</u>
Farine de blé	1968	11.000 T	\$ 946.000
Coton	1968	9.200 Balles	1.104.000
Suif non comest.	1968	5.000 T	456.000
Huile végétale	1968	2.000 T	559.000
Transport par voie maritime (estim)			[ ]
Total			----- 3.417.000

<sup>1</sup> \$352.000 has been omitted.

**POINT II. Modalités de paiement**

Crédit en monnaie locale non convertible

1. Paiement initial - néant
2. Nombre de versements - 25
3. Montant de chaque versement - versements annuels approximativement égaux
4. Date d'échange du premier versement - six années après la date de la dernière livraison des produits pour chaque année civile.
5. Taux d'intérêt initial -1%
6. Taux d'intérêt définitif, 21/2%

**POINT III. Tableau des marchés habituels**

<u>Produit</u>	<u>Période d'importation</u>	<u>Obligations relatives aux marchés habituels</u>
Huile végétale comestible	1968	1.600 T
Farine de blé	1968	4.000 T

**POINT IV. Limitation des exportations****A. Période de limitation des exportations**

A partir de la date de cet accord et jusqu'à la date limite à laquelle le produit en question est importé et utilisé, de tout produit, qu'il soit d'origine nationale ou en provenance de l'étranger, identique ou similaire aux produits qui sont financés en vertu du présent accord.

B. Aux termes d'application de l'Article III A 5, 1ère Partie, du présent accord, les produits considérés comme étant identiques ou similaires aux produits importés aux termes du présent accord sont :

<u>Produits financés en vertu de cet accord</u>	<u>Produits identiques ou similaires</u>
Farine de blé	Farine de blé, produits dérivés du blé, fonio, millet, sorgho, seigle, riz, maïs et produits dérivés du maïs.

Coton	Coton et textiles du coton
Suif non comestible	Suif non comestible
Huile végétale	Huiles comestibles

C. Exportation ou importations permises

Il est bien entendu qu'aucune restriction d'exportation ne concerne les palmistes.

POINT V. Mesures d'auto-assistance

Le Gouvernement des Etats-Unis partage le point de vue du Gouvernement de la Guinée selon lequel se suffit en matière de production alimentaire constitue sur le plan national un but vital à atteindre. A cette fin, le Gouvernement de la Guinée est d'accord pour :

I. Demander l'assistance des organismes internationaux appropriés pour :

a) instituer telles mesures de stabilisation économique qui s'avèrent nécessaires pour accroître la production agricole :

b) étudier ses programmes et sa politique agricole, en particulier en ce qui concerne le système commercial, de façon à améliorer le rendement et à atteindre les plus hauts niveaux de production ;

c) procéder périodiquement à l'examen des plans et des programmes gouvernementaux pour accroître la production alimentaire.

2. Mettre le produit des ventes en Guinée des produits fournis en vertu du présent accord à la disposition du développement de l'agriculture pour être utilisé par lui.

POINT VI. Développement économique aux fins duquel le produit des ventes revenant au pays importateur doit être affecté.

Le produit des ventes sera utilisé à telles fins économiques y compris l'auto-assistance, qui pourront faire l'objet d'une convention mutuelle.

IIIe PARTIE -DISPOSITIONS FINALES

A. Le présent accord pourra être dénoncé par l'un ou l'autre des Gouvernements par notification de dénonciation adressée à l'autre Gouvernement. Cette dénonciation ne réduira aucune des obligations financières que le Gouvernement du pays importateur aura contractées à la date de ladite dénonciation.

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

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

FAIT à CONAKRY, en double exemplaire, le 18 Octobre 1967

POUR LE GOUVERNEMENT  
DES ETATS-UNIS D'AMERIQUE

ROBINSON McILVAINE

POUR LE GOUVERNEMENT DE LA  
REPUBLIQUE DE GUINEE

EL HADJ MAMADOU FOFANA

ANNEXE RELATIF AUX VENTES A CREDIT EN MONNAIE LOCALE  
CONVERTIBLE FAISANT SUITE A L'ACCORD CONCLU ENTRE LE  
GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE ET LES ETATS-  
UNIS D'AMERIQUE EN VUE DE LA VENTE DE PRODUITS AGRICOLES

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Les dispositions stipulées ci-après sont applicables à la vente de produits financés à crédit en monnaie locale convertible :

I. Outre le fait de supporter les frais supplémentaires que constitue le fret différentiel selon les dispositions de l'Article I F de la 1ère partie du présent accord, le Gouvernement exportateur assurera le financement à crédit du solde des frais de transport maritime afférents aux produits dont le transport à bord de navires battant pavillon des Etats-Unis est obligatoire. Le montant (estimatif) des frais de transport maritime inclus dans tout tableau des produits précisant les modalités de crédit ne comprend pas le fret différentiel devant être supporté par le Gouvernement du pays exportateur et constitue seulement une prévision du montant qui sera nécessaire pour couvrir les frais de transport maritime devant être financés à crédit par le Gouvernement du pays exportateur. Si le montant prévu ne suffit pas pour couvrir ces frais, un financement supplémentaire à crédit devra être prévu par le Gouvernement du pays exportateur afin de couvrir les dits frais.

2.- En ce qui concerne les produits livrés au cours de chaque année civile, le principal du crédit (ci-après dénommé "Le principal") comprendra ce qui suit :

a. Le montant en dollars déboursé par le Gouvernement du pays exportateur pour les produits (frais de transport maritime non compris) moins toute fraction du paiement initial redéposable au Gouvernement du pays exportateur ;

b. les frais de transport maritime financés par le Gouvernement du pays exportateur conformément au paragraphe I de la présente annexe (exception faite du fret différentiel).

Le principal sera payé conformément au calendrier des paiements figurant dans la IIe Partie du présent accord. Le premier versement sera dû et payable à la date fixée dans la IIe Partie du présent accord. Les versements suivants seront dus et payables à intervalles d'un an à compter de la date d'échéance du premier versement. Tout paiement imputable au principal pourra être effectué avant la date de son échéance.

3. Les intérêts portant sur le montant non payé du principal dû au Gouvernement du pays exportateur comme suite à la livraison de produits au cours de chaque année civile aux termes du présent accord commenceront à courir à compter de la date du déboursement effectué par le Gouvernement du pays exportateur. Les dits intérêts seront payés annuellement à partir d'un délai d'un an à compter de la date de la dernière livraison des produits visés au cours de ladite année civile, sauf si la date d'échéance des tranches de paiement imputables à ces produits ne tombe pas à une date ultérieure correspondant exactement, au mois et au jour, à ladite date de la dernière livraison, en quel cas tous intérêts de cette nature courus à la date d'échéance de la première tranche de paiement seront dus à la même date que la première tranche de paiement et, par la suite, lesdits intérêts devront être payés à la date d'échéance des tranches de paiement suivantes. En ce qui concerne la période allant de la date à laquelle les intérêts commenceront à courir jusqu'à la date d'échéance de la première tranche de paiement, les intérêts courus seront calculés au taux initial d'intérêt fixé dans la IIe Partie du présent accord. Par la suite, les intérêts courus seront calculés au taux d'intérêt définitif fixé dans la IIe partie du présent accord.

Le Gouvernement du pays importateur déposera les fonds qui lui sont acquis par suite de la vente de produits financés aux termes du présent accord -(Lors de la vente de produits dans le pays importateur)dans un compte spécial à son

nom, destiné uniquement au dépôt des fonds visés au présent paragraphe. Tous retraits de fonds déposés dans ledit compte seront effectués en vue des buts de développement économique précisés dans la IIe Partie du présent accord, conformément au procédures approuvées par le deux Gouvernements. Le montant total du dépôt effectué conformément au présent paragraphe ne devra pas être inférieur à la somme en monnaie locale équivalente au déboursement en dollars effectué par le Gouvernement du pays exportateur par suite du financement de la vente des produits, y compris les frais de transport maritime y afférents, à l'exclusion du fret différentiel. Le taux de change devant servir de base au calcul de cette équivalence en monnaie locale sera le taux auquel l'autorité monétaire centrale du pays importateur, ou son représentant autorisé, vend des devises étrangères en échange de monnaie locale à l'occasion de l'importation commerciale de produits identiques. Tous fonds ainsi acquis et prêtés par le Gouvernement du pays importateur à des organisations privées ou non gouvernementales le seront à un taux d'intérêt approximativement équivalent aux taux appliqués à des prêts semblables dans le pays importateur. Le Gouvernement du pays importateur fournira sous toute forme et à tous moments que pourra désigner le Gouvernement du pays exportateur, mais à des intervalles de temps maximum d'un an, des rapports renfermant tous renseignements utiles en ce qui concerne l'accumulation et l'utilisation desdits fonds, ainsi que des renseignements au sujet des programmes dans le cadre desquels ces fonds seront utilisés, et lorsque ces fonds seront utilisés à toute de prêts, le taux d'intérêt en vigueur pour des prêts semblables accordés dans le pays importateur.

5. Le calcul du paiement initial prévu à l'article II, A, IIe Partie, du présent accord et tous les calculs relatifs au principal et aux intérêts visés aux paragraphes 2 et 3 de la présente annexe seront effectués en dollars des Etats-Unis.

6. Tous les paiements seront effectués en dollars des Etats-Unis ou, si le Gouvernement du pays exportateur en décide ainsi.

a. Lesdits paiements seront effectués en monnaie locale au taux de change applicable stipulé à l'article III G de la Ière Partie du présent accord, en vigueur, à la date à laquelle les paiements seront effectués, et, au gré du Gouvernement du pays exportateur, seront convertis en dollars des Etats-Unis au même taux de change, ou seront utilisés par le Gouvernement du pays exportateur pour permettre à celui-ci d'acquitter ses obligations dans le pays importateur ; ou

b. Lesdits paiements seront effectués en monnaies facilement convertibles de tiers pays, à un taux de change dont il sera convenu, et seront utilisés par le Gouvernement du pays exportateur pour permettre à celui-ci d'acquitter ses obligations./.

INDONESIA  
**Agricultural Commodities**

*Agreement signed at Djakarta November 1, 1967,  
Entered into force November 1, 1967.*

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

The Government of the United States of America and the Government of the Republic of Indonesia, as a supplement to the Agreement for sales of Agricultural Commodities between the two Governments signed on September 15, 1967 [1] (hereinafter referred to as the September agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

**PART II - PARTICULAR PROVISIONS**

**ITEM I. Commodity Table:**

Convertible Local Currency Credit Terms

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Bulgur	U.S. Fiscal Year 1968	10,000 Metric Tons	\$1,200,000
	Ocean transportation (estimated)		100,000
		Total	\$1,300,000

<sup>1</sup> TIAS 6346; *ante*, p. 2393.

**ITEM II. Payment Terms:****Convertible Local Currency Credit**

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of each Installment Payment - Approximately equal annual amounts
4. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate - 1 per cent
6. Continuing Interest Rate - 2½ percent

**ITEM III. Usual Marketings:**

There are no usual marketings.

**ITEM IV. Export Limitations:**

A. With regards to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.

B. For the purposes of Part I, Article III A 3 of the agreement, the commodities to be the same as, or like, the commodities imported under this agreement are: wheat and wheat products.

**ITEM V. Self-Help Measures:**

The self-help measures for this supplementary agreement are the same as those set forth in Item V, Part II of the September Agreement.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures included in Item V.

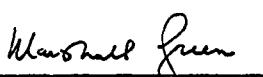
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Djakarta, in duplicate, this First day of November, 1967.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF INDONESIA

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
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\_\_\_\_\_  
\_\_\_\_\_

[1]   
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> Oemar Seno Adji, S.H.  
<sup>2</sup> Marshall Green.

## LESOTHO

### Treaties: Continued Application to Lesotho of Certain Treaties Concluded Between the United States and the United Kingdom

*Agreement continuing the treaties in force until October 4, 1968.*

*Effectuated by exchange of notes*

*Dated at Maseru October 5 and 26, 1967;*

*Entered into force October 26, 1967.*

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*The American Embassy to the Ministry of External Affairs of Lesotho*

MASERU, LESOTHO,  
October 5, 1967

Note No. 19

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Kingdom of Lesotho and has the honor to refer to: 1. The note of March 22, 1967, from the Prime Minister of Lesotho to the Secretary General of the United Nations [¹] which provides for the continued application until October 4, 1968, of agreements entered into on behalf of Basutoland by the United Kingdom of Great Britain and Northern Ireland; and 2. The Agreement of October 4, 1966,[²] between the United States of America and the Kingdom of Lesotho which provides for the continued application until October 4, 1967, of the agreements referred to therein, being agreements between the United Kingdom of Great Britain and Northern Ireland and the United States of America, which were applicable to Basutoland.

The Embassy wishes to advise the Ministry that the Government of the United States of America understands that the agreements referred to in the Agreement of October 4, 1966, shall, in view of the note of March 22, 1967, continue in force until October 4, 1968, unless terminated earlier in accordance with their provisions or unless replaced by mutual agreement.

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<sup>1</sup> Not printed.

<sup>2</sup> TIAS 6192; 17 UST 2436.

The Embassy has the honor to request the Ministry's confirmation that the Government of the Kingdom of Lesotho shares the understanding of the Government of the United States of America with respect to the continuation in force until October 4, 1968, of the agreements referred to in the Agreement of October 4, 1966.

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

EMBASSY OF THE UNITED STATES OF AMERICA  
*Maseru, Lesotho*

*The Ministry of External Affairs of Lesotho to the American Embassy*

LESOOTHO

Note No. 19

The Ministry of External Affairs of the Kingdom of Lesotho presents its compliments to the Embassy of the United States of America and with reference to the latter's Note No. 19 of the 5th October, 1967 concerning the application of Agreements entered into between the United Kingdom of Great Britain and Ireland and the United States of America which had force in Basutoland.

The Ministry further has the honour to confirm that all such Agreements fall within the scope of the Note of the 22nd March, 1967 from the Honourable the Prime Minister of Lesotho to the Secretary General of the United Nations and will continue to apply until the 4th October, 1968 unless terminated earlier by mutual consent or are replaced by other Agreements.

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

MINISTRY OF EXTERNAL AFFAIRS,  
*Maseru:*  
*26th October, 1967.*

## MOROCCO

### Agricultural Commodities

*Agreement signed at Rabat October 27, 1967;  
Entered into force October 27, 1967.*

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#### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE KINGDOM OF MOROCCO FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Kingdom of Morocco have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III, the Local Currency Annex and the Dollar Credit Annex of the Agreement signed April 20, 1967,<sup>[1]</sup> together with the following Part II:

#### PART II.—PARTICULAR PROVISIONS

##### ITEM I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> (United States Fiscal Year)	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (Thousands)
<b>A. Dollar Credit Terms</b>			
Wheat and/or wheat flour	1968	150, 000 Metric Tons	\$ 9, 580
Cotton, upland	1968	15, 200 Bales	1, 980
Tallow, inedible	1968	6, 000 Metric Tons	910
Ocean transportation (estimated)			720
		Subtotal	\$13, 190
<b>B. Local Currency Terms</b>			
Wheat and/or wheat flour	1968	150, 000 Metric Tons	\$ 9, 580
Cotton, upland	1968	15, 200 Bales	1, 980
Tallow, inedible	1968	6, 000 Metric Tons	910
		Subtotal	\$12, 470
		Total	\$25, 660

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<sup>1</sup> TIAS 6256; *ante*, p. 496.

**ITEM II. Payment Terms:****A. Dollar Credit**

1. Initial payment - 3 percent
2. Number of installment payments - 19
3. Amount of each installment payment - approximately equal annual amounts
4. Due date of first installment payment - two years after date of last delivery of commodities in each calendar year
5. Initial interest rate - 1 percent
6. Continuing interest rate -  $2\frac{1}{2}$  percent

**B. Local Currency Terms**

1. Initial payment in dollars - 3 percent
2. Proportions of local currency indicated for specific purposes
  - a. U.S. expenditures - 20 percent
  - b. Section 104(e) Cooley loans - 10 percent
  - c. Section 104(f) Economic development loans - 70 percent
3. Convertibility
  - a. Section 104(b) (1) - Market development \$249,400
  - b. Section 104(b) (2) - Educational exchange \$249,400

**ITEM III. Usual Marketing Table**

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirements</u>
Wheat and/or wheat flour	1968	175,000 Metric Tons
Cotton, upland	1968	15,200 Bales
Tallow, inedible	1968	3,000 Metric Tons

Of the usual marketing requirements, at least 5,600 bales of upland cotton and 1,600 metric tons of inedible tallow shall be imported from the United States of America.

**ITEM IV. Export Limitations**

- A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like the commodities financed under this agreement are: for wheat and/or wheat flour,

foodgrains including all types of wheat and wheat products (including semolina or pasta products) and barley; for cotton, upland cotton (including Ashmouni) and textiles made from cotton; and for tallow, inedible tallow and products thereof.

**C. Permissible Exports:**

<u>Commodity</u>	<u>Quantity</u>	<u>Period During Which Such Exports are Permitted</u>
Cotton textiles	278 Metric Tons	United States Fiscal Year 1968

**ITEM V. Self-Help Measures:**

The agreement signed April 20, 1967 contains a description of the programs related to the production of food which are being initiated or planned by the Government of the Kingdom of Morocco. The Government of the Kingdom of Morocco continues to accord high priority to the execution of these programs and particularly to strengthen systems of collection, computation, and analysis of statistics to measure even better the availability of agricultural inputs and progress in expanding production of agricultural commodities.

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

Proceeds accruing to the importing country from the sale of commodities financed on dollar credit terms shall be used for:

1. The self-help measures described in Item V. of the April 20, 1967 Agreement, as well as Item V. above, and
2. Such other economic development purposes as may be agreed upon by the two Governments.

**ITEM VII. Other Provisions:**

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

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<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

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

DONE at Rabat, in duplicate, this 27th date of October, 1967.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA

FOR THE GOVERNMENT  
OF THE KINGDOM OF  
MOROCCO

*Henry J. Tasca* [1]

*Ahmed Laraki* [2]

[SEAL]

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<sup>1</sup> Henry J. Tasca  
<sup>2</sup> Ahmed Laraki

# TUNISIA

## Agricultural Commodities

*Agreement signed at Tunis November 6, 1967;  
Entered into force November 6, 1967.*

### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TUNISIA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Tunisia have agreed to the sales of commodities specified below. This agreement shall consist of the Preamble, Parts I and III, the Local Currency Annex and the Dollar Credit Annex of the Agreement signed March 17, 1967, [<sup>1</sup>] together with the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. - Commodity Table:

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u> (in thousands)
<b>A. Dollar Credit Terms</b>			
Soybean/cottonseed oil	United States fiscal year 1968	17,500 metric tons	\$ 4,020
Wheat/wheat flour	United States fiscal year 1968	75,000 metric tons	4,790
Corn/grain sorghum	United States fiscal year 1968	20,000 metric tons	1,000
Cotton, upland Ocean transportation (estimated)	Calendar year 1967	4,750 bales	570
			950
		Subtotal	\$11,330
<b>B. Local Currency Terms</b>			
Soybean/cottonseed oil	United States fiscal year 1968	17,500 metric tons	\$ 4,020
Wheat/wheat flour	United States fiscal year 1968	75,000 metric tons	4,790
Corn/grain sorghum	United States fiscal year 1968	20,000 metric tons	1,000
Cotton, upland	Calendar year 1967	4,750 bales	570
		Subtotal	\$10,380
<b>C. Total</b>			
			<u>\$21,710</u>

<sup>1</sup> TIAS 6323; *ante*, p. 1777.

**ITEM II. - Payment Terms:****A. Dollar Credit**

1. Initial payment - 2.5%
2. Number of installment payments - 19
3. Amount of each installment payment - Approximately equal annual installments
4. Due date of first installment payment - 2 years after date of last delivery of commodities in each calendar year
5. Initial interest rate - 1 percent per annum
6. Continuing interest rate - 2½ percent per annum

**B. Local Currency**

1. Initial payment in dollars - 2.5%
2. Proportions of local currency indicated for specified purposes:

- a. United States - 8 percent expenditures
- b. Section 104(e) - 10 percent Loans
- c. Section 104(f) - 80 percent Loans

These funds are for financing such projects as are mutually agreed by the two Governments, but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for the self-help measures described in Item V of the Agreement signed March 17, 1967 and in Item V below, provided, however, that funds for Section 104(f) loans shall be subject to reduction as may be necessary to provide the local currencies required for United States expenditures under item a above.

- d. Section 104(h) - 2 percent Grants
3. Convertibility
  - a. Section 104(b) (1) Market development - \$207,600
  - b. Section 104(b) (2) Educational exchange - \$311,400

**ITEM III. – Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirements</u>
Wheat and/or wheat flour	United States fiscal year 1968	50,000 metric tons
Feedgrains	United States fiscal year 1968	20,000 metric tons
Edible vegetable oils and/or oilseeds in oil equivalent	United States fiscal year 1968	4,600 metric tons (of which at least 1,200 metric tons shall be imported from the United States of America)
Cotton	Calendar year 1967	4,700 bales (of which 4,700 bales shall be imported from the United States of America)

**ITEM IV. – Export Limitations:**

- A. The export limitation period for cotton shall be calendar year 1967 and such longer period as the cotton is being imported or utilized, whichever is the later, and for foodgrains and feedgrains the export limitation period shall be United States fiscal year 1968 and such longer period as the wheat/wheat flour and corn/grain sorghums are being imported or utilized, whichever is the later.
- B. For the purpose of Part I, Article III A 3 of the agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are: for wheat and/or wheat flour – wheat including durum and wheat products, barley and barley malt; for corn – barley, corn and oats; for soybean/cottonseed oil – edible vegetable oils and oilseeds; and for cotton – cotton and cotton textiles.
- C. Permissible Exports

<u>Commodity</u>	<u>Quantity</u>	<u>Periods during which such exports are permitted</u>
Olive Oil	40,000 metric tons	United States fiscal year 1968

- D. The importing country will take all possible measures to assure that commodities imported under this agreement will not result in increased availability of the same or like commodities to countries the Government of the United States of America considers unfriendly to it.

**ITEM V. – Self-Help Measures:**

The Agreement signed March 17, 1967 contains a description of the programs related to the production of food which are being initiated or planned by the Government of Tunisia. The Government of Tunisia continues to accord high priority to the execution of these programs. In addition, the Government of Tunisia agrees to strengthen systems of collection, computation, and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities.

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

Proceeds accruing to the importing country from the sale of commodities financed on dollar credit terms shall be used for:

1. The self-help measures described in Item V of the March Agreement, as well as Item V above, and
2. Such other economic development purposes as may be agreed upon by the two Governments.

**ITEM VII. – Other Provisions:**

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

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

DONE at Tunis, in duplicate, this 6th day of November, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FRANCIS H. RUSSELL

FOR THE GOVERNMENT OF  
TUNISIA

BECHIR ENNAJI

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<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

## CANADA

### Loan of Additional Long Range Aid to Navigation (LORAN-A) Equipment

*Agreement effected by exchange of notes  
Signed at Ottawa July 27 and October 25, 1967;  
Entered into force October 25, 1967.*

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

EMBASSY OF THE  
UNITED STATES OF AMERICA  
Ottawa, July 27, 1967.

No. 31

SIR:

I have the honor to refer to the Agreements between our two Governments effected by exchanges of notes dated June 7 and 8, 1965,[<sup>1</sup>] and April 19 and July 28, 1966,[<sup>2</sup>] concerning the loan of Long Range Aid to Navigation (LORAN-A) equipment by the United States Coast Guard to the Canadian Department of Transport for use at Canadian LORAN-A stations.

It has since developed that the United States Coast Guard is prepared to make available the following additional equipment, which I understand the Canadian Department of Transport will accept, for the further modernization of the LORAN-A stations in question under the same understandings and conditions as set forth in the 1965 and 1966 Agreements mentioned above:

Six (6) crystal oscillator units, type CW-35044,  
Four (4) timers, type UE-1 (in "as-is" condition) and associated spares.

If the foregoing is acceptable to the Government of Canada, I have the honor to propose that this note and your note in reply to that effect shall constitute a further agreement between our two Governments regarding this matter effective from the date of your reply, and which shall remain in force for the duration of the original 1965 Agreement cited above.

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<sup>1</sup> TIAS 5817; 16 UST 824.

<sup>2</sup> TIAS 6072; 17 UST 1140.

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

W. W. BUTTERWORTH

The Honorable  
PAUL MARTIN,  
*Secretary of State for External Affairs,  
Ottawa.*

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

DEPARTMENT OF EXTERNAL  
AFFAIRS

MINISTÈRE DES AFFAIRES  
EXTÉRIEURES

No. E-3776

OTTAWA, October 25, 1967.

EXCELLENCY,

I have the honour to refer to your Note No. 31 of July 27, 1967, concerning the loan of Long-Range Aid to Navigation (LORAN-A) equipment by the United States Coast Guard to the Department of Transport for use at Canadian LORAN-A stations.

The Government of Canada is pleased to accept the loan of the additional equipment described in your Note, on the same terms and conditions as those set out in the exchanges of Notes of June 7 and 8, 1965, and April 19 and July 28, 1966. I have the honour, therefore, to concur in your proposal that your Note and this reply shall constitute an agreement between our two Governments on this matter, effective from the date of this reply.

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

PAUL MARTIN

*Secretary of State  
for External Affairs.*

His Excellency W. WALTON BUTTERWORTH,  
*Ambassador of the United States of  
America,  
Ottawa.*

**MULTILATERAL**  
**Asian Development Bank**

*Proces-verbal of rectification to the English text of the  
agreement of December 4, 1965.*

*Signed at New York November 2, 1967.*

**AGREEMENT ESTABLISHING  
THE ASIAN DEVELOPMENT  
BANK, DONE AT MANILA  
ON 4 DECEMBER 1965**

**PROCES-VERBAL  
OF RECTIFICATION**

WHEREAS the Committee on Preparatory Arrangements for the Establishment of the Asian Development Bank has found certain printing errors in the authentic English text of the Agreement establishing the Asian Development Bank, done at Manila on 4 December 1965,<sup>[1]</sup> and recommended their correction in its report submitted on 21 November 1966 to the Inaugural Meeting of the Board of Governors of the Asian Development Bank,

**ACCORD PORTANT CREATION  
DE LA BANQUE ASIATIQUE  
DE DEVELOPPEMENT, EN  
DATE, A MANILLE, DU 4  
DECEMBRE 1965**

**PROCES-VERBAL  
DE RECTIFICATION**

CONSIDERANT que le Comité des arrangements préparatoires pour l'établissement de la Banque asiatique de développement a relevé certaines erreurs d'impression dans le texte anglais original de l'Accord portant création de la Banque asiatique de développement, en date, à Manille, du 4 décembre 1965, et a recommandé que lesdites erreurs soient corrigées, dans le rapport qu'il a présenté le 21 novembre 1966 à l'Assemblée inaugurale du Conseil des gouverneurs de la Banque asiatique de développement,

CONSIDERANT que le Conseil des gouverneurs a accepté la recommandation susmentionnée lors de son Assemblée inaugurale tenue à Tokyo du 24 au 26 novembre 1966, et qu'aucun des Etats membres de la Banque n'a élevé d'objections à ce que lesdites erreurs soient corrigées,

<sup>1</sup> TIAS 6103; 17 UST 1418.

WHEREAS the Asian Development Bank has transmitted to the Secretary-General of the United Nations a certified copy of the pertinent records of the Bank and has requested him, in his capacity as the depositary of the Agreement establishing the Asian Development Bank, to make the required corrections in the authentic English text thereof,

WHEREAS the list of the corrections to be made is as follows:

CONSIDERANT que la Banque asiatique de développement a transmis au Secrétaire général de l'Organisation des Nations Unies une copie certifiée conforme des Procès-Verbaux pertinents de la Banque et l'a prié, en sa qualité de dépositaire de l'Accord portant création de la Banque asiatique de développement, d'apporter les corrections nécessaires dans le texte anglais original dudit Accord,

CONSIDERANT que la liste des corrections à apporter est la suivante:

Corrections to be made in the authentic English text of the  
Agreement establishing the Asian Development Bank

1. In article 6, paragraph 1, 8th line, add "(3)" after "three".
2. In article 14, sub-paragraph (ii), 2nd line, the word "paragraph" should read "sub-paragraph".
3. In article 30, paragraph 1 (ii), 7th line, insert "a" between "of" and "majority".
4. In Annex A, Part B, I, insert "Total" before "296.00".
5. In Annex A, Part B, III, 2nd line, "Part B (1)" should read "Part B (I)".
6. In Annex B, Section A, (3), (b), 2nd line, "paragraph 4" should read "paragraph (4)".
7. In Annex B, Section B, (4), (b), 2nd line, "twenty-six (26)" should read "twenty-five (25)".
8. In Annex B, Section B, (5), 5th line, "345 million" should read "three hundred forty-five million dollars (\$345,000,000)".
9. In Annex B, Section B, (6), 1st line "directors" should read "Directors".

Corrections à apporter au texte anglais original de l'Accord portant création de la Banque asiatique de développement

1. Au paragraphe 1, de l'article 6, 8ème ligne, ajouter le chiffre "(3)", après le mot "three".
2. A l'alinéa (ii) de l'article 14, 2ème ligne, remplacer "paragraph" par "sub-paragraph".
3. A l'alinéa (ii) du paragraphe 1 de l'article 30, 7ème ligne, insérer "a" entre "of" et "majority".

4. Dans l'Annexe A, à la Partie B, I, ajouter le mot "Total" avant le chiffre "296.00".
5. Dans l'Annexe A, à la Partie B, III, 2ème ligne, remplacer "Part B (1)" par "Part B (I)".
6. Dans l'Annexe B, Chapitre A, à l'aninéa (b) du paragraphe (3), 2ème ligne, remplacer "paragraph 4" par "paragraph (4)".
7. Dans l'Annexe B, Chapitre B, à l'alinéa (b) du paragraphe (4), 2ème ligne, remplacer "twenty-six (26)" par "twenty-five (25)".
8. Dans l'Annexe B, Chapitre B, au paragraphe (5), 5ème ligne, remplacer "\$345 million" par "three hundred forty five million dollars (\$345,000,000)".
9. Dans l'Annexe B, chapitre B, au paragraphe (6), 1ère ligne, remplacer "directors" par "Directors".

THEREFORE, the Secretary General, acting as depositary of the Agreement, has caused the said errors to be corrected and these corrections to be initialled in the margin of the authentic text of the Agreement.

This Procès-Verbal applies equally to the certified true copies of the Agreement, which, having been established on the basis of the original text, contain the above-mentioned errors. The said certified true copies, established on 14 March 1966, were communicated by the Secretary-General to all interested States in letter C.N.64.1966. TREATIES-1 of 3 May 1966.

IN WITNESS WHEREOF I, Constantin A. Stavropoulos, the Legal Counsel, have signed this Procès-Verbal at the Headquarters of the United Nations, New York, this second day of November 1967.

LE SECRETAIRE GENERAL, agissant en sa qualité de dépositaire de l'Accord, a fait corriger lesdites erreurs et a fait parapheer ces corrections dans la marge du texte anglais original de l'Accord.

Le présent Procès-Verbal s'applique également aux copies certifiées conformes de l'Accord qui, ayant été établies d'après le texte original, contiennent les erreurs susmentionnées. Lesdites copies certifiées conformes, établies le 14 mars 1966, ont été communiquées par le Secrétaire général à tous les Etats intéressés par la lettre C.N.64.1966. TREATIES-1 du 3 mai 1966.

EN FOI DE QUOI, nous, Constantin A. Stavropoulos, le Conseiller juridique, avons signé le présent Procès-Verbal au Siège de l'Organisation des Nations Unies, à New York, ce second jour de novembre 1967.

C A STAVROPOULOS

## MULTILATERAL

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

*Protocol extending the agreement of September 23, 1963.  
Signed at Vienna November 2, 1967;  
Entered into force November 2, 1967.*

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### PROTOCOL EXTENDING THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERN- MENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA FOR THE APPLICATION OF SAFE- GUARDS BY THE AGENCY TO THE BILATERAL AGREE- MENT BETWEEN THOSE GOVERNMENTS CONCERNING CIVIL USES OF ATOMIC ENERGY

The International Atomic Energy Agency, the Government of Japan and the Government of the United States of America agree to extend the Agreement between the International Atomic Energy Agency, the Government of Japan and the Government of the United States of America for the Application of Safeguards by the Agency to the Bilateral Agreement between those Governments concerning Civil Uses of Atomic Energy, signed on 23 September 1963, [<sup>1</sup>] for a period of one year from 1 November 1967 to 31 October 1968.

DONE in Vienna, this 2nd day of November 1967 in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

JOHN A. HALL

FOR THE GOVERNMENT OF JAPAN:

TAKUMI HOSAKI

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

PHILIPPE G. JACQUES

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<sup>1</sup> TIAS 5429; 14 UST 1265.

## FRANCE

### Consular Convention with Protocol and Notes

*Signed at Paris July 18, 1966;*

*Ratification advised by the Senate of the United States of America  
September 18, 1967;*

*Ratified by the President of the United States of America  
September 22, 1967;*

*Ratified by France November 15, 1967;*

*Ratifications exchanged at Washington December 7, 1967;*

*Proclaimed by the President of the United States of America  
December 11, 1967;*

*Entered into force January 7, 1968.*

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#### BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

#### A PROCLAMATION

WHEREAS a consular convention between the United States of America and France, together with a protocol and two exchanges of notes relating thereto, was signed by their respective plenipotentiaries at Paris on July 18, 1966, the original of which convention, protocol, and notes, in the English and French languages, is word for word as follows:

**CONSULAR CONVENTION  
BETWEEN THE UNITED STATES OF AMERICA AND FRANCE**

The President of the United States of America and the President of the French Republic, wishing to define the rules applicable in the consular relations between the two States,

Have decided to conclude a consular convention and have appointed as their plenipotentiaries for this purpose:

The President of the United States of America:

The Honorable CHARLES E. BOHLEN, Ambassador of the United States of America at Paris,

The President of the French Republic:

M. MAURICE COUVE DE MURVILLE, 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 following expressions shall have the meanings hereunder assigned to them:

1. "consular post" means any consulate-general, consulate, vice-consulate or consular agency;
2. "consular district" means the area assigned to a consular post for the exercise of consular functions;
3. "head of consular post" means the person charged with the duty of acting in that capacity;
4. "consular officer" means any person, including the head of a consular post, entrusted in that capacity with the exercise of consular functions;
5. "consular employee" means any person employed in the administrative or technical service of a consular post;
6. "consular agent" means any person who, whatever his nationality, has been entrusted in this capacity with the exercise of certain consular functions;
7. "member of the service staff" means any person employed in the domestic service of a consular post;
8. "members of the consular post" means consular officers, consular employees and members of the service staff;

9. "members of the consular staff" means consular officers, other than the head of a consular post, consular employees and members of the service staff;

10. "member of the private staff" means a person who is employed exclusively in the private service of a member of the consular post;

11. "consular premises" means the buildings or parts of buildings and the land ancillary thereto, irrespective of ownership, used exclusively for the purposes of the consular post;

12. "consular archives" includes all the papers, documents, correspondence, books, films, tapes and registers of the consular post, together with the ciphers and codes, the card-indexes and any article of furniture used exclusively for their protection and safekeeping.

## PART II

### ESTABLISHMENT AND CONDUCT OF CONSULAR RELATIONS

#### ARTICLE 2

1. A consular post may be established in the territory of the receiving State only with that State's consent.

2. The seat of the consular post, its classification and the consular district shall be established by the sending State, and shall be subject to the approval of the receiving State.

3. Subsequent changes in the seat of the consular post, its classification and the consular district may be made by the sending State only with the consent of the receiving State.

4. The prior express consent of the receiving State shall also be required for the opening of an office forming part of an existing consular post elsewhere than at the seat thereof.

5. Consular functions may also be exercised, with the agreement of the receiving State, by members of the staff of the diplomatic mission of the sending State assigned to a consular section of the diplomatic mission.

#### ARTICLE 3

1. Heads of consular posts are admitted to the exercise of their functions by the receiving State, according to the rules and formalities established in that State, after presentation of their consular commission. The exequatur shall indicate their consular district and shall be delivered without delay and free of charge.

2. A State which refuses to issue an exequatur is not required to communicate the reasons for its refusal to the sending State.

3. Pending delivery of the exequatur, the head of a consular post may be admitted on a provisional basis to the exercise of his functions.

#### ARTICLE 4

As soon as the head of a consular post is admitted to the exercise of his functions, the receiving State shall take the necessary measures

to enable such head of a consular post to carry out the duties of his office and to have the benefit of the provisions of the present Convention.

#### ARTICLE 5

1. If the head of a consular post is unable to carry out his functions or the position of head of consular post is vacant, an acting head of post may act temporarily as head of the consular post.

2. The full name of the acting head of post shall be notified by the diplomatic mission of the sending State to the receiving State. As a general rule, this notification shall be given in advance. The admission as acting head of post of a person who is neither a diplomatic agent nor a consular officer of the sending State in the receiving State shall be conditional on the consent of the receiving State.

3. When, in the circumstances referred to in Paragraph 1 of this Article, a member of the diplomatic staff of the diplomatic mission of the sending State in the receiving State is designated by the sending State as an acting head of post, he shall, except as provided in Paragraph 4 of Article 31 of the present Convention, continue to enjoy diplomatic privileges and immunities.

#### ARTICLE 6

1. Members of the consular staff other than the head of post are admitted by the receiving State to the exercise of their functions according to the rules and formalities established in that State, as soon as their appointment has been notified to it.

2. The receiving State shall, upon the request of the sending State, issue for each consular officer so appointed a document recognizing his right to exercise consular functions.

#### ARTICLE 7

The receiving State may at any time inform the sending State that a consular officer is *persona non grata* or that any other member of the consular staff is not acceptable. In that event, the sending State shall, as the case may be, either recall the person concerned or terminate his functions with the consular post.

#### ARTICLE 8

1. The receiving State shall be notified of:

a) the appointment of members of a consular post, their arrival after appointment to the consular post, their final departure or the termination of their functions and any other changes affecting their status that may occur in the course of their service with the consular post;

b) the arrival and final departure of a person belonging to the family of a member of a consular post forming part of his household

and, where appropriate, the fact that a person becomes or ceases to be such a member of the family;

c) the arrival and final departure of members of the private staff and, where appropriate, the termination of their service as such;

d) the engagement and discharge of persons resident in the receiving State as members of a consular post or as members of the private staff.

2. When possible, prior notification of arrival and final departure shall also be given.

### PART III

#### FACILITIES, PRIVILEGES AND IMMUNITIES

##### ARTICLE 9

The receiving State shall accord full facilities for the performance of the functions of the consular post.

##### ARTICLE 10

1. The sending State shall have the right to the use of its national flag and coat-of-arms in the receiving State in accordance with the provisions of this Article.

2. The national flag of the sending State may be flown and its coat-of-arms displayed on the building occupied by the consular post and at the entrance door thereof, on the residence of the head of the consular post and on his means of transport when used on official business.

##### ARTICLE 11

1. The sending State shall have the right, in the territory of the receiving State, to acquire, own or lease for any period of time, such lands, buildings and appurtenances as may be necessary and appropriate for governmental purposes, including residences for members of its diplomatic and consular posts.

2. The sending State shall have the right to erect buildings and appurtenances on the land which it had acquired in accordance with Paragraph 1 of this Article.

3. The rights recognized in Paragraphs 1 and 2 of this Article shall be subject to compliance with local building, zoning and town planning regulations applicable to all land in the area in which such land is situated.

##### ARTICLE 12

1. Consular premises shall be inviolable to the extent provided in this Article.

2. The authorities of the receiving State shall not enter that part of the consular premises which is used exclusively for the purpose of the work of the consular post except with the consent of the head of

the consular post or of his designee or of the head of the diplomatic mission of the sending State. The consent of the head of the consular post may, however, be assumed in case of fire or other disaster requiring prompt protective action.

3. Subject to the provisions of Paragraph 2 of this Article, the receiving State is under a special duty to take all appropriate steps to protect the consular premises against any intrusion or damage and to prevent any disturbance of the peace of the consular post or impairment of its dignity.

4. Lands, buildings and appurtenances, including the furnishings and property contained therein, held or occupied for consular purposes by the sending State, as well as vehicles owned by the sending State, shall not be subject to any form of requisitioning. Such lands, buildings and appurtenances shall not be immune from expropriation for purposes of national defense or public utility, in accordance with the laws of the receiving State. If expropriation is necessary for such purposes, all possible steps shall be taken to avoid impeding the performance of consular functions, and prompt, adequate and effective compensation shall be paid to the sending State.

#### ARTICLE 13

1. Lands and buildings situated in the territory of the receiving State, of which the sending State is the owner or lessee and which are used exclusively for diplomatic or consular purposes shall be exempt from taxation of every kind, whether national, state, regional or municipal, other than assessments levied for services or local public improvements by which these premises are benefitted.

2. The sending State shall be exempt from the payment of all taxes and similar charges with respect to the acquisition, occupation or leasing of the lands and buildings referred to in Paragraph 1 of this Article.

3. The exemptions from taxation referred to in Paragraphs 1 and 2 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 who contracted with the sending State or with the person acting on its behalf.

#### ARTICLE 14

The consular archives and documents shall be inviolable at all times.

#### ARTICLE 15

1. The receiving State shall permit and protect freedom of communication on the part of the consular post for all official purposes. In communicating with the Government, the diplomatic missions and other consular posts, wherever situated, of the sending State, the consular post may employ all appropriate means, including diplomatic couriers, the diplomatic or consular pouch and messages in code or cipher.

2. The official correspondence of the consular post, regardless of the means of communication used, and the sealed diplomatic pouch bearing visible external marks of its official character, shall be inviolable.

3. The consular pouch shall be neither opened nor detained. Nevertheless, if the competent authorities of the receiving State have serious reasons to believe that the pouch contains something other than official correspondence or documents or objects for official purposes, they may request that the pouch be opened in their presence by an authorized representative of the sending State. If this request is refused by the authorities of the sending State, the pouch shall be returned to its place of origin.

#### ARTICLE 16

1. The consular post may levy in the territory of the receiving State the fees and charges provided by the laws and regulations of the sending State for consular acts.

2. The sums collected in the form of the fees and charges referred to in Paragraph 1 of this Article, and the receipts for such fees and charges, shall be exempt from all dues and taxes in the receiving State.

#### ARTICLE 17

The receiving State shall treat consular officers with due respect and shall take all appropriate steps to prevent any attack on their person, freedom or dignity.

#### ARTICLE 18

A consular officer shall be exempt in the receiving State from arrest or detention pending trial except when he has been charged with the commission of an offense under the laws of the receiving State which, upon conviction, might subject the individual guilty thereof to a sentence of imprisonment of at least two years.

#### ARTICLE 19

1. Consular officers and consular employees shall not be amenable to the jurisdiction of the judicial or administrative authorities of the receiving State in respect of acts performed in the exercise of consular functions, except as provided in Paragraph 4 of Article 31.

2. The provisions of Paragraph 1 of this Article shall not, however, apply in respect of a civil action either:

a) arising out of a contract concluded by a consular officer or a consular employee in which he did not contract expressly or impliedly as an agent of the sending State; or

b) by a third party for damage arising from an accident in the receiving State caused by a vehicle, vessel or aircraft.

ARTICLE 20

A consular officer or employee shall have the right to refuse a request from the administrative or judicial authorities of the receiving State to produce any documents from the consular archives or to give evidence relating to matters connected with the exercise of his functions. Such a request, however, shall be complied with in the interests of justice if it is possible to do so without prejudicing the interests of the sending State. The administrative or judicial authorities requiring testimony shall take all appropriate steps to avoid interference with the performance of official duties and, wherever possible arrange for the taking of such testimony, orally or in writing, at the residence or office of the consular officer or employee.

ARTICLE 21

1. The sending State may waive, with regard to a member of the consular post, any of the privileges and immunities provided for in this Convention.
2. The waiver shall be express and shall be communicated to the receiving State in writing.

ARTICLE 22

Consular officers and consular employees and members of their families forming part of their households shall be exempt from all obligations under the laws and regulations of the receiving State in regard to the registration of aliens and residence permits.

ARTICLE 23

1. Members of the consular post shall, with respect to services rendered for the sending State, be exempt from any obligations in regard to work permits imposed by the laws and regulations of the receiving State concerning the employment of foreign labor.
2. Members of the private staffs of consular officers and of consular employees shall, if they do not carry on any other gainful occupation in the receiving State, be exempt from the obligations referred to in Paragraph 1 of this Article.

ARTICLE 24

1. Consular officers and consular employees and members of their families forming part of their households shall be exempt from all dues and taxes, personal or real, national, regional or municipal, except:
  - a) indirect taxes of a kind which are normally incorporated in the price of goods or services;
  - b) dues or taxes on private immovable property situated in the territory of the receiving State;

c) estate, succession or inheritance duties, and duties on transfers, levied by the receiving State, subject to the provisions of Paragraph 2 of Article 26;

d) dues and taxes on private income, including capital gains, having its source in the receiving State and capital taxes relating to investments made in commercial or financial undertakings in the receiving State;

e) charges levied for specific services rendered;

f) registration, court or record fees, mortgage dues and stamp duties.

2. Members of the service staff shall be exempt from dues and taxes on the wages which they receive from the sending State for their services.

3. Members of the consular post who employ persons whose wages or salaries are not exempt from income tax in the receiving State shall observe the obligations which the laws and regulations of that State impose upon employers concerning the levying of income tax.

4. Members of the consular post and members of the staff of the diplomatic mission of the sending State shall be exempt from all taxes incident to the licensing, registration, use or circulation of their vehicles.

#### ARTICLE 25

1. The receiving State shall, in accordance with such laws and regulations as it may adopt, permit entry of and grant exemption from all customs duties, taxes and related charges other than charges for storage, cartage and similar services, on:

a) articles for the official use of the consular post;

b) articles for the personal use of a consular officer or members of his family forming part of his household, including articles intended for his establishment. The articles intended for consumption shall not exceed the quantities necessary for direct utilization by the persons concerned.

2. Consular employees shall enjoy the privileges and exemptions specified in sub-paragraph b) of Paragraph 1 of this Article in respect of articles imported at the time of first installation.

3. Personal baggage accompanying consular officers and members of their families forming part of their households shall be exempt from inspection. It may be inspected only if there is serious reason to believe that it contains articles other than those referred to in sub-paragraph b) of Paragraph 1 of this Article, or articles the import or export of which is prohibited by the laws and regulations of the receiving State or which are subject to its quarantine laws and regulations. Such inspection shall be carried out in the presence of the consular officer or member of his family concerned.

ARTICLE 26

In the event of the death of a member of the consular post or of a member of his family forming part of his household, the receiving State:

1. shall permit the export of the movable property of the deceased, with the exception of any such property acquired in the receiving State the export of which was prohibited at the time of his death;

2. shall not levy national, regional or municipal estate, succession or inheritance duties, and duties on transfers, on movable property the presence of which in the receiving State was due solely to the presence in that State of the deceased as a member of the consular post or as a member of the family of a member of the consular post.

ARTICLE 27

The receiving State shall exempt members of the consular post and members of their families forming part of their households from all personal services, from all public service of any kind whatsoever, including jury duty, and from military obligations such as those connected with requisitioning, military contributions and billeting.

ARTICLE 28

Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the receiving State, especially traffic regulations.

ARTICLE 29

Members of the consular post shall comply with any requirement imposed by the laws and regulations of the receiving State in respect of insurance against third party risks arising from the use of any vehicle, vessel or aircraft.

**PART IV****CONSULAR FUNCTIONS**ARTICLE 30

A consular officer shall be permitted within his consular district:

1) to issue and amend visas and passports and to issue such notices to, and receive such declarations from, a national of the sending State as may be required under the laws of the sending State;

2) to prepare, attest, receive the acknowledgments of, certify, authenticate, legalize, and, in general, take such action as may be necessary to perfect or to validate any act, document or instrument of a legal character, as well as copies thereof, including commercial

documents, declarations, registrations, testamentary dispositions and contracts, whenever such services are required by a national of the sending State for use outside the territory of the receiving State or by any person for use in the territory of the sending State;

3) to take any evidence in commercial and civil matters on behalf of the courts of the sending State, voluntarily given by any person in the receiving State, and administer oaths to such persons, in accordance with the laws of the sending State;

4) to obtain copies of or extracts from documents of public registry;

5) to inquire of local authorities on behalf of a national of the sending State into matters concerning his person, holdings or interests, especially shares in estates, pension rights, insurance or workmen's compensation benefits;

6) to further the commercial, artistic, scientific, professional, cultural and educational interests of the sending State.

#### ARTICLE 31

1. In the case of the death of a national of the sending State in the territory of the receiving State, without leaving in the territory of his decease any known heir or testamentary executor, the appropriate local authorities of the receiving State shall as promptly as possible inform a consular officer of the sending State.

2. Consular officers of the sending State may, if authorized by the appropriate judicial authorities and if permissible under the law of the receiving State:

a) take provisional custody of the personal property left by a deceased national of the sending State, provided that the decedent shall have left in the receiving State no heir or testamentary executor appointed by the decedent to take care of his personal estate; provided that such provisional custody shall be relinquished to a duly appointed administrator;

b) at their request, obtain copies of all documents filed with a court relating to the administration of an estate of a deceased national of the sending State who is not a resident of the receiving State at the time of his death, who leaves no testamentary executor and who leaves in the receiving State no heir;

c) protect the interests of a national of the sending State in an estate in the receiving State, provided that such national is not a resident of the receiving State, unless or until such national is otherwise represented. However, nothing herein shall be interpreted as authorizing a consular officer to act as an attorney at law.

3. Unless prohibited by law, consular officers may, within the discretion of the court, agency or person making distribution, receive for transmission to a national of the sending State who is not a resident of the receiving State any money or property to which such national is entitled as a consequence of the death of another person. This money or property may include shares in an estate, payments

made pursuant to workmen's compensation laws, pension and social benefits systems in general, and proceeds of life insurance policies. The court, agency, or person making distribution may require that a consular officer comply with conditions laid down with regard to:

- a) presenting a power of attorney or other authorization from such non-resident national,
- b) furnishing evidence of the receipt of such money or property by such national, and
- c) returning the money or property in the event he is unable to furnish such evidence.

4. Whenever a consular officer performs the functions referred to in Paragraphs 2 and 3 of this Article, he shall be subject, with respect to the exercise of such functions, to the laws of the receiving State and to the jurisdiction of the judicial and administrative authorities of the receiving State in the same manner and to the same extent as a national of the receiving State.

#### ARTICLE 32

1. Consular officers may take all appropriate measures to enforce the shipping laws of the sending State and for this purpose may visit vessels and be visited by the masters and crews of vessels of the sending State. They may also visit vessels of any registry destined to a port of the sending State to execute documents or to request information required by the sending State.

2. Without prejudice to the superior right of the administrative and judicial authorities of the receiving State to take cognizance of crimes or offenses which disturb the peace of the port or to enforce the laws of the receiving State applicable to vessels of any state within its waters, consular officers may exercise jurisdiction pursuant to the laws of the sending State over controversies, including wage and contract disputes and disciplinary offenses, aboard vessels of the sending State which are in the waters of the receiving State, and may also conduct investigations and convene boards of inquiry. Consular officers may request the assistance of competent authorities of the receiving State in performance of such duties.

3. a) If it is the intention of the authorities of the receiving State to arrest or otherwise detain in custody any person on board a vessel under the flag of the sending State who is not a national of the receiving State, including an officer or crew member thereof, the master or other officer acting on his behalf shall be given an opportunity to inform a consular officer of the sending State and, unless this is impossible on account of the urgency of the matter, to inform him in such time as to enable the consular officer to be present if he so desires;

b) when the authorities of the receiving State make such an arrest or seize any property aboard such a vessel under the flag of the sending State and a consular officer is not present, they shall inform a consular officer of the sending State thereof and shall accord him

full opportunity to visit and communicate with the person arrested and to take the measures necessary to safeguard the interests of such person or such vessel.

4. If a vessel of the sending State is wrecked in waters of the receiving State, the appropriate authorities of the receiving State shall inform a consular officer and shall take all practicable measures for the preservation and protection of the vessel, persons and property on board. If the owner, or anyone he has authorized to act for him, is unable to make necessary arrangements in connection with the vessel or its cargo, the consular officer may make arrangements on his behalf. The consular officer may under similar circumstances make appropriate arrangements in connection with cargo owned by nationals of the sending State and found or brought into port from a wrecked vessel of other registry, except a vessel of the receiving State. No customs duties shall be levied against a wrecked vessel of the sending State, or its cargo or stores unless they are delivered for use in the receiving State.

5. The term "vessel", as used herein, means all types of vessels, whether privately owned or operated, or publicly owned or operated; but this term does not, except with reference to Paragraph 4 of this Article, include vessels of war.

#### ARTICLE 33

1. For the purpose of the protection of the nationals of the sending State and their property and interests, consular officers shall have the right, among other things:

- a) to interview, communicate with and advise nationals of the sending State;
- b) to inquire into incidents affecting the interests of these nationals;
- c) to assist these nationals in dealing with the authorities of the receiving State and, where necessary, arrange for legal assistance for them.

2. For the purposes set forth in Paragraph 1 of this Article, consular officers shall have the right to address themselves to the competent authorities of their consular district and, in the absence of a diplomatic agent of the sending State, to the central authorities of the receiving State.

3. Nationals of the sending State shall have the right at all times to communicate with appropriate consular officers and, unless they are under detention, to have access to consular posts of the sending State.

#### ARTICLE 34

1. The competent authorities of the receiving State shall immediately inform a consular officer of the arrest and detention in his consular district of all nationals of the sending State who request

them to do so. Such notification shall also be given at the request of a consular officer, unless the nationals concerned do not desire such notification. A consular officer shall have the right to visit such detained nationals, conforming to penal regulations, and to converse with them with a view to taking all necessary steps for their legal defense.

2. All communications addressed to a consular officer by such nationals shall be forwarded to him by the competent authorities.

3. When a national of the sending State has been convicted and is serving a sentence of imprisonment, a consular officer in the consular district where he is imprisoned shall have the right to visit him after the authorization of the competent authority. Such visits must enable the consular officer to converse with the prisoner, in conformity with penal regulations.

#### ARTICLE 35

In addition to the functions specified in this Convention, a consular officer shall be permitted to perform such other consular and related functions as are recognized by the receiving State as being appropriate to his office.

### PART V

#### CONSULAR AGENTS

#### ARTICLE 36

1. Consular agents shall be permitted to exercise their functions upon the approval of the receiving State.

2. Under the same conditions, they may be granted the title of honorary consul. In such case, the provisions of Articles 37, 38 and 39 shall be applicable.

#### ARTICLE 37

Consular agents may, in addition to their consular functions, engage in a gainful occupation in the receiving State.

#### ARTICLE 38

The consular archives and documents of a consular agency shall be inviolable at all times, provided that they are kept separate from other papers and documents and, in particular, from the private correspondence of the consular agent and of any person working with him, and from the materials, books and documents relating to their profession or business.

#### ARTICLE 39

Consular agents shall be entitled only to such facilities, privileges and immunities as may be granted to them by the receiving State. However, the provisions of Articles 19 and 20 shall be applicable to such persons.

**PART VI****GENERAL PROVISIONS****ARTICLE 40**

1. Members of the diplomatic staff of the diplomatic missions of the High Contracting Parties who are authorized to exercise consular functions in accordance with the provisions of this Convention shall be entitled to the rights and shall be subject to the obligations of consular officers provided for in the present Convention.

2. Except as provided in Paragraph 4 of Article 31 of this Convention, the performance of consular functions by the persons referred to in Paragraph 1 of this Article shall not affect the diplomatic privileges and immunities granted to them as members of the diplomatic mission.

**ARTICLE 41**

1. Except in so far as additional facilities, privileges and immunities may be granted by the receiving State, members of the consular post who are nationals of or permanently resident in the receiving State or who engage in any private gainful occupation in the receiving State shall enjoy only the immunities provided by Article 19 and 20 of the present Convention.

2. a) Members of the families of the persons referred to in Paragraph 1 of this Article shall enjoy facilities, privileges and immunities only in so far as these are granted to them by the receiving State;

b) members of the family of a member of the consular post who are themselves nationals or permanent residents of the receiving State or who engage in any private gainful occupation shall enjoy facilities, privileges and immunities only in so far as these are granted to them by the receiving State.

3. The receiving State shall exercise its jurisdiction over the persons referred to in Paragraphs 1 and 2 of this Article in such a way as not to hinder unduly the performance of the functions of the consular post.

**ARTICLE 42**

The present Convention shall replace and terminate the Consular Convention signed at Washington on February 23, 1853.

**ARTICLE 43**

1. The present Convention shall be ratified. It shall enter into force one month after the exchange of the instruments of ratification, which shall take place at Washington.

2. The present Convention shall have an initial term of ten years. It shall remain in force thereafter until either High Contracting Party terminates it by giving one year's written notice to the other High Contracting Party.

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

DONE in duplicate, in the English and French languages, both texts being equally authentic, at Paris, this eighteenth day of July, one thousand nine hundred sixty-six.

[SEAL]



Charles E. Bohlen

[SEAL]



M. Couve De Murville

#### PROTOCOL

The undersigned Plenipotentiaries, duly authorized by their respective Governments, have also agreed upon the following provision, which forms an integral part of the Consular Convention between the United States of America and France dated the eighteenth of July, one thousand nine hundred sixty-six.

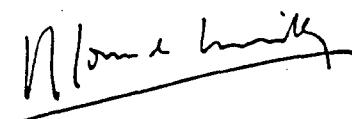
The provisions of Article 13 shall also apply to the lands and buildings held by the sending State for the residences of members of its diplomatic or consular posts or for official information and cultural activities.

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

DONE in duplicate, in the English and French languages, the two texts being equally authentic, at Paris, this eighteenth day of July, one thousand nine hundred sixty-six.



Charles E. Bohlen



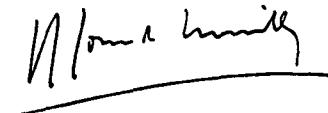
M. Couve De Murville

JULY 18, 1966.

**EXCELLENCY:**

At the time of signing the Consular Convention between France and the United States, I have the honor to inform Your Excellency that with respect to the official information and cultural activities referred to in the Protocol annexed to this Convention, the United States will, subject to reciprocity, be exempt from all direct taxes of a personal nature in French territory.

Accept, Excellency, the assurances of my high consideration.



His Excellency  
The Honorable  
CHARLES E. BOHLEN  
*Ambassador of the United States of America*  
*Paris.*

—  
JULY 18, 1966.

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note of July 18, 1966 which reads as follows:

"At the time of signing the Consular Convention between France and the United States, I have the honor to inform Your Excellency that with respect to the official information and cultural activities referred to in the Protocol annexed to this Convention, the United States will, subject to reciprocity, be exempt from all direct taxes of a personal nature in French territory."

I am authorized to inform Your Excellency that my Government is happy to take due note of these provisions.

Accept, Excellency, the assurances of my high consideration.



His Excellency  
M. MAURICE COUVE DE MURVILLE  
*Minister of Foreign Affairs*  
*Paris.*

JULY 18, 1966.

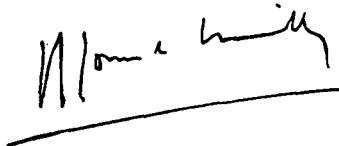
EXCELLENCY:

At the time of signing the present Consular Convention between France and the United States, I have the honor to call Your Excellency's attention to the following:

The new system under the Convention will put an end to the taxes claimed in France from American cultural centers (payment of 5 per cent on wages and personal property tax) and, in the United States, the taxes on real property belonging to France and used for consular purposes, as well as on certain property owned by France which is located outside Washington, D.C., and which it uses for official information and cultural activities.

With regard to the back taxes claimed in our two countries, each of the two Governments will take the necessary steps to arrive, in so far as possible at a mutually satisfactory solution of this problem.

Accept, Excellency, the assurances of my high consideration.



His Excellency

The Honorable

CHARLES E. BOHLEN

*Ambassador of the United States of America  
Paris.*

JULY 18, 1966.

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of July 18, 1966, which reads as follows:

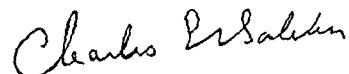
"At the time of signing the present Consular Convention between France and the United States, I have the honor to call Your Excellency's attention to the following:

"The new system under the Convention will put an end to the taxes claimed in France from American cultural centers (payment of 5 per cent on wages and personal property tax) and, in the United States, the taxes on real property belonging to France and used for consular purposes, as well as on certain property owned by France which is located outside Washington, D.C., and which it uses for official information and cultural activities.

"With regard to the back taxes claimed in our two countries, each of the two Governments will take the necessary steps to arrive, in so far as possible, at a mutually satisfactory solution of this problem."

I am authorized to inform Your Excellency that the terms of this note meet with the approval of the United States Government.

Accept, Excellency, the assurances of my high consideration.



His Excellency

M. MAURICE COUVE DE MURVILLE

*Minister of Foreign Affairs*

*Paris.*

**CONVENTIONS CONSULAIRE  
ENTRE LES ETATS-UNIS D'AMERIQUE ET LA FRANCE**

Le Président des Etats-Unis d'Amérique et le Président de la République Française, désirant définir les règles applicables dans les relations consulaires entre les deux Etats.

Ont résolu de conclure une convention consulaire et ont désigné comme Plénipotentiaires à cet effet:

Le Président des Etats-Unis d'Amérique:

L'Honorable CHARLES E. BOHLEN, Ambassadeur des Etats-Unis d'Amérique à Paris,

Le Président de la République Française:

M. MAURICE COUVE DE MURVILLE, Ministre des Affaires Etrangères.

Lesquels, après avoir échangé leurs pleins pouvoirs respectifs, reconnus en bonne et due forme, sont convenus des dispositions suivantes:

**TITRE I**

**DEFINITIONS**

**ARTICLE 1ER**

Aux fins de la présente convention, les expressions suivantes s'entendent comme il est précisé ci-dessous:

1. "poste consulaire" s'entend de tout consulat général, consulat, vice-consulat ou agente consulaire;
2. "circonscription consulaire" s'entend du territoire attribué à un poste consulaire pour l'exercice des fonctions consulaires;
3. "chef de poste consulaire" s'entend de la personne chargée d'agir en cette qualité;
4. "fonctionnaire consulaire" s'entend de toute personne, y compris le chef de poste consulaire, chargée en cette qualité de l'exercice de fonctions consulaires;
5. "employé consulaire" s'entend de toute personne employée dans les services administratifs ou techniques d'un poste consulaire;
6. "agent consulaire" s'entend de toute personne qui, quelle que soit sa nationalité, a été chargée en cette qualité de l'exercice de certaines fonctions consulaires;
7. "membre du personnel de service" s'entend de toute personne affectée au service domestique d'un poste consulaire;
8. "membres du poste consulaire" s'entend des fonctionnaires consulaires, employés consulaires et membres du personnel de service;

9. "membres du personnel consulaire" s'entend des fonctionnaires consulaires autres que le chef de poste consulaire, des employés consulaires et des membres du personnel de service;

10. "membre du personnel privé" s'entend d'une personne employée exclusivement au service privé d'un membre du poste consulaire;

11. "locaux consulaires" s'entend des bâtiments ou des parties de bâtiments et du terrain attenant qui, quel qu'en soit le propriétaire, sont utilisés exclusivement aux fins du poste consulaire;

12. "archives consulaires" comprend tous les papiers, documents, correspondances, livres, films, rubans magnétiques et registres du poste consulaire, ainsi que le matériel du chiffre, les fichiers et les meubles utilisés exclusivement pour les protéger et les conserver.

## TITRE II

### ETABLISSEMENT ET CONDUITE DES RELATIONS CONSULAIRES

#### ARTICLE 2

1. Un poste consulaire ne peut être établi sur le territoire de l'Etat de résidence qu'avec le consentement de cet Etat.

2. Le siège du poste consulaire, sa classe et sa circonscription consulaire sont fixés par l'Etat d'envoi et soumis à l'approbation de l'Etat de résidence.

3. Des modifications ultérieures ne peuvent être apportées par l'Etat d'envoi au siège du poste consulaire, à sa classe ou à sa circonscription consulaire qu'avec le consentement de l'Etat de résidence.

4. Le consentement exprès et préalable de l'Etat de résidence est également requis pour l'ouverture d'un bureau faisant partie d'un consulat existant, en dehors du siège de celui-ci.

5. Les fonctions consulaires peuvent être également exercées, avec l'agrément de l'Etat de résidence, par des membres du personnel de la mission diplomatique de l'Etat d'envoi affectés à une section consulaire de cette mission diplomatique.

#### ARTICLE 3

1. Les chefs de poste consulaire sont admis à l'exercice de leurs fonctions par l'Etat de résidence selon les règles et formalités établies dans cet Etat sur présentation de leur commission consulaire. L'exequatur indiquera leur circonscription et leur sera délivré sans retard et sans frais.

2. L'Etat qui refuse de délivrer un exequatur n'est pas tenu de communiquer à l'Etat d'envoi les raisons de son refus.

3. En attendant la délivrance de l'exequatur, le chef de poste consulaire peut être admis provisoirement à l'exercice de ses fonctions.

#### ARTICLE 4

Dès que le chef de poste consulaire est admis à l'exercice de ses fonctions, l'Etat de résidence est tenu de prendre les mesures néces-

saires afin qu'il puisse s'acquitter des devoirs de sa charge et bénéficier du traitement prévu par les dispositions de la présente Convention.

#### ARTICLE 5

1. Si le chef de poste consulaire est empêché d'exercer ses fonctions ou si son poste est vacant, un gérant intérimaire peut agir à titre provisoire comme chef de poste consulaire.

2. Les nom et prénoms du gérant intérimaire sont notifiés par la mission diplomatique de l'Etat d'envoi à l'Etat de résidence. En règle générale, cette notification doit être faite à l'avance. L'admission comme gérant intérimaire d'une personne qui n'est ni un agent diplomatique ni un fonctionnaire consulaire de l'Etat d'envoi dans l'Etat de résidence est soumise au consentement de cet Etat.

3. Lorsqu'un membre du personnel diplomatique de la représentation diplomatique de l'Etat d'envoi dans l'Etat de résidence est nommé gérant intérimaire par l'Etat d'envoi dans les conditions prévues au paragraphe 1 du présent article, il continue à jouir des priviléges et immunités diplomatiques, excepté dans les cas prévus au paragraphe 4 de l'article 31 de la présente Convention.

#### ARTICLE 6

1. Les membres du personnel consulaire autres que le chef de poste sont admis par l'Etat de résidence à l'exercice de leurs fonctions selon les règles et formalités établies dans cet Etat, dès que leur nomination a été notifiée.

2. A la demande de l'Etat d'envoi, l'Etat de résidence délivrera à tout fonctionnaire consulaire visé au paragraphe précédent un document lui reconnaissant le droit d'exercer les fonctions consulaires.

#### ARTICLE 7

L'Etat de résidence peut à tout moment informer l'Etat d'envoi qu'un fonctionnaire consulaire est persona non grata ou que tout autre membre du personnel consulaire n'est pas acceptable. L'Etat d'envoi rappellera alors la personne en cause ou mettra fin à ses fonctions dans ce poste consulaire, selon le cas.

#### ARTICLE 8

1. L'Etat d'envoi notifie à l'Etat de résidence:

a) la nomination des membres d'un poste consulaire, leur arrivée après leur nomination au poste consulaire, leur départ définitif ou la cessation de leurs fonctions, ainsi que tous autres changements intéressant leur statut qui peuvent se produire au cours de leur service au poste consulaire;

b) l'arrivée et le départ définitif d'une personne de la famille d'un membre d'un poste consulaire vivant à son foyer et, s'il y a lieu, le fait qu'une personne devient ou cesse d'être membre de la famille;

c) l'arrivée et le départ définitif de membres du personnel privé et, s'il y a lieu, la fin de leur service en cette qualité;

d) l'engagement et le licenciement de personnes résidant dans l'Etat de résidence en tant que membres du poste consulaire ou en tant que membres du personnel privé.

2. Chaque fois qu'il est possible, l'arrivée et le départ définitif doivent également faire l'objet d'une notification préalable.

### TITRE III

#### FACILITES, PRIVILEGES ET IMMUNITES

##### ARTICLE 9

L'Etat de résidence accorde toutes facilités pour l'accomplissement des fonctions du poste consulaire.

##### ARTICLE 10

1. L'Etat d'envoi a le droit d'utiliser son pavillon national et son écusson aux armes de l'Etat dans l'Etat de résidence conformément aux dispositions du présent article.

2. Le pavillon national de l'Etat d'envoi peut être arboré et l'écusson aux armes de l'Etat placé le bâtiment occupé par le poste consulaire et sur sa porte d'entrée, ainsi que sur la résidence du chef de poste consulaire et sur ses moyens de transport lorsque ceux-ci sont utilisés pour les besoins du service.

##### ARTICLE 11

1. L'Etat d'envoi peut, sur le territoire de l'Etat de résidence, acquérir, posséder, louer pour une période quelconque tous terrains, bâtiments et dépendances nécessaires et appropriés à des fins gouvernementales, ainsi qu'à la résidence des membres du personnel de ses postes diplomatiques et consulaires.

2. L'Etat d'envoi a le droit de construire des immeubles et dépendances sur les terrains qu'il a acquis en vertu du paragraphe précédent.

3. Les droits reconnus aux paragraphes 1 et 2 du présent article doivent être exercés en conformité avec les règlements locaux sur les constructions et l'urbanisme, applicables à la zone sur laquelle les terrains sont situés.

##### ARTICLE 12

1. Les locaux consulaires sont inviolables dans la mesure prévue par le présent article.

2. Les autorités de l'Etat de résidence ne peuvent pénétrer dans la partie des locaux consulaires que le poste consulaire utilise exclusivement pour les besoins de son travail, sauf avec le consentement du chef de poste consulaire, de la personne désignée par lui ou du chef de la mission diplomatique de l'Etat d'envoi. Toutefois, le consentement

du chef de poste consulaire peut être présumé acquis en cas d'incendie ou autre sinistre exigeant des mesures de protection immédiate.

3. Sous réserve des dispositions du paragraphe 2 du présent article, l'Etat de résidence a l'obligation spéciale de prendre toutes mesures appropriées pour empêcher que les locaux consulaires ne soient envahis ou endommagés et pour empêcher que la paix du poste consulaire ne soit troublée ou sa dignité amoindrie.

4. Les terrains, immeubles bâtis et dépendances, y compris l'ameublement et les biens qui s'y trouvent, possédés ou occupés à des fins consulaires par l'Etat d'envoi, ainsi que les véhicules possédés par cet Etat, ne peuvent faire l'objet d'aucune forme de réquisition. Lesdits terrains, immeubles bâtis et dépendances ne seront pas exempts d'expropriation pour cause de défense nationale ou d'utilité publique, conformément aux lois de l'Etat d'accueil. Si l'expropriation est nécessaire à de telles fins, toutes dispositions appropriées seront prises afin d'éviter qu'il soit mis obstacle à l'exercice des fonctions consulaires et une indemnité prompte, adéquate et effective sera versée à l'Etat d'envoi.

#### ARTICLE 13

1. Les terrains et immeubles situés sur le territoire de l'Etat de résidence dont l'Etat d'envoi est propriétaire ou locataire et qui sont utilisés exclusivement à des fins diplomatiques ou consulaires, seront exonérés de tous impôts, de quelque nature que ce soit, d'origine nationale, d'Etat, régionale ou municipale, à l'exception des taxes acquittées en rémunération des services rendus ou en contrepartie d'améliorations publiques locales, dont les locaux en question sont bénéficiaires.

2. L'Etat d'envoi sera exonéré du paiement de tous impôts et charges similaires au titre de l'acquisition, de la location ou de l'occupation des terrains et immeubles visés au paragraphe précédent.

3. Les exemptions fiscales prévues aux paragraphes 1 et 2 du présent article ne s'appliquent pas à ces impôts et taxes lorsque, d'après les lois et règlements de l'Etat de résidence, ils sont à la charge de la personne qui a contracté avec l'Etat d'envoi ou avec la personne agissant pour le compte de cet Etat.

#### ARTICLE 14

Les archives et documents consulaires sont inviolables à tout moment.

#### ARTICLE 15

1. L'Etat de résidence permet et protège la liberté de communication du poste consulaire pour toutes fins officielles. En communiquant avec le Gouvernement, les missions diplomatiques et les autres postes consulaires de l'Etat d'envoi, où qu'ils se trouvent, le poste consulaire peut utiliser tous moyens appropriés, y compris les courriers diploma-

tiques la valise diplomatique ou consulaire et les messages en code ou en chiffre.

2. La correspondance officielle du poste consulaire, quels que soient les moyens de communication utilisés, ainsi que la valise diplomatique scellée portant des marques extérieures visibles de son caractère officiel, sont inviolables.

3. La valise consulaire ne doit être ni ouverte ni retenue. Toutefois, si les autorités compétentes de l'Etat de résidence ont de sérieux motifs de croire que la valise contient d'autres objets que la correspondance officielle ou que des documents ou objets destinés exclusivement à un usage officiel, elles peuvent demander que la valise soit ouverte en leur présence par un représentant autorisé de l'Etat d'envoi. Si les autorités dudit Etat opposent un refus à la demande, la valise est renvoyée à son lieu d'origine.

#### ARTICLE 16

1. Le poste consulaire peut percevoir sur le territoire de l'Etat de résidence les droits et taxes que les lois et règlements de l'Etat d'envoi prévoient pour les actes consulaires.

2. Les sommes perçues au titre des droits et taxes prévus au paragraphe 1 du présent article et les reçus y afférents sont exempts de tous impôts et taxes dans l'Etat de résidence.

#### ARTICLE 17

L'Etat de résidence traitera les fonctionnaires consulaires avec le respect qui leur est dû et prendra toutes mesures appropriées pour empêcher toute atteinte à leur personne, leur liberté ou leur dignité.

#### ARTICLE 18

Un fonctionnaire consulaire ne peut être mis en état d'arrestation ou de détention préventive dans l'Etat de résidence à moins qu'il ne soit inculpé d'une infraction passible d'une peine d'au moins deux ans d'emprisonnement d'après la législation de l'Etat de résidence.

#### ARTICLE 19

1. Les fonctionnaires consulaires et les employés consulaires ne sont pas justiciables des autorités judiciaires et administratives de l'Etat de résidence pour les actes accomplis dans l'exercice des fonctions consulaires, excepté dans les cas prévus au paragraphe 4 de l'article 31 de la présente convention.

2. Toutefois, les dispositions du paragraphe 1 du présent article ne s'appliquent pas en cas d'action civile:

a) résultant de la conclusion d'un contrat passé par un fonctionnaire consulaire ou un employé consulaire qu'il n'a pas conclu expressément ou implicitement en tant que mandataire de l'Etat d'envoi; ou

b) intentée par un tiers pour un dommage résultant d'un accident causé dans l'Etat de résidence par un véhicule, un navire ou un aéronef.

#### ARTICLE 20

Un fonctionnaire consulaire ou un employé consulaire a le droit d'opposer une fin de non recevoir à toute demande présentée par les autorités administratives ou judiciaires de l'Etat de résidence, à l'effet d'obtenir la production de documents des archives consulaires ou son témoignage sur des faits ayant trait à l'exercice de ses fonctions. Il devra toutefois, dans l'intérêt de la justice, donner suite à cette demande, s'il est possible de le faire sans léser les intérêts de l'Etat d'envoi. Les autorités administratives ou judiciaires qui requièrent le témoignage doivent prendre toutes les mesures appropriées pour éviter d'entraver l'accomplissement des fonctions officielles et, dans toute la mesure du possible, faire en sorte de recueillir ce témoignage, oralement ou par écrit, à la résidence ou au bureau du fonctionnaire ou de l'employé consulaire.

#### ARTICLE 21

1. L'Etat d'envoi peut renoncer à l'égard d'un membre du poste consulaire aux priviléges et immunités prévus à la présente convention.

2. La renonciation doit toujours être expresse et communiquée par écrit à l'Etat de résidence.

#### ARTICLE 22

Les fonctionnaires consulaires et les employés consulaires, ainsi que les membres de leur famille vivant à leur foyer, sont exempts de toutes les obligations prévues par les lois et règlements de l'Etat de résidence en matière d'immatriculation des étrangers et de permis de séjour.

#### ARTICLE 23

1. Les membres du poste consulaire sont, en ce qui concerne les services rendus à l'Etat d'envoi, exempts des obligations que les lois et règlements de l'Etat de résidence, relatifs à l'emploi de la main-d'oeuvre étrangère, imposent en matière de permis de travail.

2. Les membres du personnel privé des fonctionnaires consulaires et employés consulaires, s'ils n'exercent aucune autre occupation privée de caractère lucratif dans l'Etat de résidence, sont exempts des obligations visées au paragraphe 1 du présent article.

#### ARTICLE 24

1. Les fonctionnaires consulaires et les employés consulaires, ainsi que les membres de leur famille vivant à leur foyer, sont exempts de tous impôts et taxes, personnels ou réels, nationaux, régionaux et communaux, à l'exception :

- a) des impôts indirects d'une nature telle qu'ils sont normalement incorporés dans le prix des marchandises ou des services;
- b) des impôts et taxes sur les biens immeubles privés situés sur le territoire de l'Etat de résidence;
- c) des droits de succession et de mutation perçus par l'Etat de résidence, sous réserve des dispositions du paragraphe 2 de l'article 26;
- d) des impôts et taxes sur les revenus privés, y compris les gains en capital, qui ont leur source dans l'Etat de résidence et des impôts sur le capital prélevés sur les investissements effectués dans des entreprises commerciales ou financières situées dans l'Etat de résidence;
- e) des impôts et taxes perçus en rémunération de services particuliers rendus;
- f) des droits d'enregistrement, de greffe, d'hypothèque et de timbre.

2. Les membres du personnel de service sont exempts des impôts et taxes sur les salaires qu'ils reçoivent de l'Etat d'envoi du fait de leurs services.

3. Les membres du poste consulaire, qui emploient des personnes dont les traitements ou salaires ne sont pas exemptés de l'impôt sur le revenu dans l'Etat de résidence, doivent respecter les obligations que les lois et règlements dudit Etat imposent aux employeurs en matière de perception de l'impôt sur le revenu.

4. Les membres du poste consulaire et les membres du personnel de la mission diplomatique de l'Etat d'envoi sont exempts de toutes taxes se rapportant à l'immatriculation ou à l'enregistrement, ainsi qu'à l'utilisation ou à la circulation de leurs véhicules automobiles.

#### ARTICLE 25

1. Suivant les dispositions législatives et réglementaires qu'il peut adopter, l'Etat de résidence autorise l'entrée et accorde l'exemption de tous droits de douane, taxes et autres redevances connexes, autres que frais d'entrepôt, de transport et frais afférents à des services analogues, pour:

- a) les objets destinés à l'usage officiel du poste consulaire;
- b) les objets destinés à l'usage personnel du fonctionnaire consulaire et des membres de sa famille vivant à son foyer, y compris les effets destinés à son établissement. Les articles de consommation ne doivent pas dépasser les quantités nécessaires pour leur utilisation directe par les intéressés.

2. Les employés consulaires bénéficient des priviléges et exemptions prévus à l'alinéa b) du paragraphe 1 du présent article pour ce qui est des objets importés lors de leur première installation.

3. Les bagages personnels accompagnés des fonctionnaires consulaires et des membres de leur famille vivant à leur foyer sont exemptés de la visite douanière. Ils ne peuvent être soumis à la visite que s'il y a

de sérieuses raisons de supposer qu'ils contiennent des objets autres que ceux mentionnés à l'alinéa b) du paragraphe 1 du présent article ou des objets dont l'importation ou l'exportation est interdite par les lois et règlements de l'Etat de résidence ou soumise à ses lois et règlements de quarantaine. Cette visite ne peut avoir lieu qu'en présence du fonctionnaire consulaire ou du membre de sa famille intéressé.

#### ARTICLE 26

En cas de décès d'un membre du poste consulaire ou d'un membre de sa famille qui vivait à son foyer, l'Etat de résidence est tenu:

1. de permettre l'exportation des biens meubles du défunt, à l'exception de ceux qui ont été acquis dans l'Etat de résidence et qui font l'objet d'une prohibition d'exportation au moment du décès;
2. de ne pas prélever de droits nationaux, régionaux ou communaux de succession ni de mutation sur les biens meubles dont la présence dans l'Etat de résidence était due uniquement à la présence dans cet Etat du défunt en tant que membre du poste consulaire ou membre de la famille d'un membre du poste consulaire.

#### ARTICLE 27

L'Etat de résidence doit exempter les membres du poste consulaire et les membres de leur famille vivant à leur foyer de toute prestation personnelle, de tout service d'intérêt public, de quelque nature qu'il soit, y compris le service à titre de juré, et des charges militaires, telles que les réquisitions, contributions et logements militaires.

#### ARTICLE 28

Sans préjudice de leurs priviléges et immunités, toutes les personnes qui bénéficient de ces priviléges et immunités ont le devoir de respecter les lois et règlements de l'Etat de résidence, notamment les règlements relatifs à la circulation.

#### ARTICLE 29

Les membres du poste consulaire doivent se conformer à toutes les obligations imposées par les lois et règlements de l'Etat de résidence en matière d'assurance de responsabilité civile pour l'utilisation de tout véhicule, bateau ou aéronef.

### TITRE IV

#### FONCTIONS CONSULAIRES

#### ARTICLE 30

Les fonctionnaires consulaires sont autorisés dans leur circonscription à:

1) délivrer les visas et les passeports et y apporter des modifications; adresser à un ressortissant de l'Etat d'envoi les avis et en recevoir les déclarations exigées par la législation dudit Etat;

2) établir, attester, certifier, authentifier, légaliser et, en général, faire le nécessaire pour dresser ou valider tous actes, documents ou instruments de caractère juridique, aussi bien que leurs copies, y compris tous documents de caractère commercial, déclarations, enregistrements, dispositions testamentaires et contrats, en recevoir des accusés de réception, lorsque ces formalités sont demandées par un ressortissant de l'Etat d'envoi pour être utilisées en dehors du territoire de l'Etat de résidence ou par toute personne pour être utilisées sur le territoire de l'Etat d'envoi;

3) recevoir, en matière civile et commerciale, pour le compte des tribunaux de l'Etat d'envoi, tout témoignage donné de plein gré par toute personne se trouvant dans l'Etat de résidence et recevoir des déclarations sous serment de ces personnes, conformément à la législation de l'Etat d'envoi;

4) obtenir des copies ou des extraits de documents officiels;

5) s'informer auprès des autorités locales, au nom d'un ressortissant de l'Etat d'envoi, de questions concernant sa personne, ses biens ou ses intérêts, notamment les parts de succession, droits à pension, indemnités auxquelles il peut prétendre en matière d'assurances ou au titre de la législation du travail;

6) promouvoir les intérêts de l'Etat d'envoi dans le domaine commercial, artistique, scientifique, professionnel culturel et pédagogique.

#### ARTICLE 31

1. Au cas où un ressortissant de l'Etat d'envoi vient à décéder sur le territoire de l'Etat de résidence, sans y laisser aucun héritier connu ou exécuteur testamentaire, les autorités locales compétentes de l'Etat de résidence doivent en informer aussi rapidement que possible un fonctionnaire consulaire de l'Etat d'envoi.

2. Les fonctionnaires consulaires de l'Etat d'envoi peuvent, avec l'autorisation des autorités judiciaires compétentes et si la législation de l'Etat d'accueil le permet:

a) assumer, à titre provisoire, la garde des objets personnels d'un ressortissant décédé de l'Etat d'envoi, sous réserve que le défunt n'ait laissé dans l'Etat de résidence ni héritier, ni exécuteur testamentaire nommé par lui pour s'occuper desdits biens, et que cette garde provisoire soit remise à tout administrateur régulièrement désigné;

b) obtenir, sur leur demande, des copies de tous documents enregistrés par un tribunal en ce qui concerne l'administration de la succession d'un ressortissant défunt de l'Etat d'envoi qui n'est pas domicilié sur le territoire de l'Etat de résidence au moment du décès et qui ne laisse ni exécuteur testamentaire, ni héritier, sur ledit territoire;

c) protéger les intérêts d'un ressortissant de l'Etat d'envoi dans une succession ouverte dans l'Etat de résidence, sous réserve que ce

ressortissant ne soit pas domicilié sur le territoire dudit Etat pour autant qu'il ne soit pas autrement représenté. Toutefois, cette faculté ne peut être interprétée comme autorisant les fonctionnaires consulaires à agir en qualité d'avocat, avoué ou autre mandataire de justice.

3. Sous réserve de toute disposition légale contraire, les fonctionnaires consulaires peuvent, sur la demande du tribunal, de l'administration ou de la personne effectuant la liquidation de la succession, recevoir aux fins de transmission à un ressortissant de l'Etat d'envoi, qui ne réside pas sur le territoire de l'Etat de résidence, tous fonds ou bien lui revenant à la suite de la liquidation d'une succession. Ces fonds ou bien pourront comprendre des parts dans une succession, des paiements effectués par application des lois sur les accidents du travail, en général toutes pensions et avantages prévus par la législation sociale, ainsi que les sommes perçues au titre de polices d'assurances sur la vie. Le tribunal, l'administration ou la personne effectuant la liquidation de la succession peut exiger du fonctionnaire consulaire qu'il se conforme aux conditions qu'ils auront posées en ce qui concerne:

- a) la production d'une procuration ou autre autorisation émanant du ressortissant non-résident;
- b) la preuve de la remise de ces fonds ou de ces biens audit ressortissant; et
- c) leur restitution au cas où il ne serait pas en mesure de fournir cette preuve.

4. Lorsqu'un fonctionnaire consulaire exerce les fonctions visées aux paragraphes 2 et 3 du présent article, il est soumis, dans l'exercice desdites fonctions, à la législation de l'Etat de résidence et à la juridiction des autorités judiciaires et administratives dudit Etat, dans les mêmes conditions et dans la même mesure qu'un ressortissant de cet Etat.

#### ARTICLE 32

1. Les fonctionnaires consulaires peuvent prendre toutes mesures utiles pour faire respecter la législation maritime de l'Etat d'envoi et, à cette fin, se rendre à bord des navires de l'Etat d'envoi et recevoir la visite du capitaine et des membres de l'équipage de ces bâtiments. Ils peuvent également se rendre à bord des navires battant un pavillon quelconque à destination d'un port de l'Etat d'envoi, afin de délivrer tous documents et de demander tous renseignements requis par ledit Etat.

2. Sans préjudice du droit des autorités administratives et judiciaires de l'Etat de résidence de connaître des crimes et infractions troubant l'ordre dans le port ou de faire respecter la législation dudit Etat applicable aux navires d'un Etat quelconque lorsqu'ils se trouvent

dans ses eaux territoriales, les fonctionnaires consulaires peuvent régler, pour autant que les lois de l'Etat d'envoi l'autorisent, les contestations, y compris en matière de solde, de contrats d'engagement et d'infractions relatives à la discipline, qui surviennent à bord des navires dudit Etat, se trouvant dans les eaux territoriales de l'Etat de résidence. Ils peuvent également mener des enquêtes et réunir des commissions d'enquête. Les fonctionnaires consulaires peuvent solliciter l'assistance des autorités compétentes de l'Etat de résidence dans l'exercice de ces fonctions.

3. a) S'il est dans l'intention des autorités de l'Etat de résidence d'arrêter ou de maintenir en détention préventive, sous quelque forme que ce soit, une personne non ressortissante dudit Etat, se trouvant à bord d'un navire battant pavillon de l'Etat d'envoi, y compris un officier ou un membre de l'équipage, le capitaine ou un autre officier agissant en son nom sera mis en mesure d'informer un fonctionnaire consulaire de cet Etat et, à moins que cela ne soit impossible en raison de l'urgence, de le faire dans un délai permettant à ce fonctionnaire consulaire d'être présent s'il le désire;

b) lorsque les autorités de l'Etat de résidence procèdent, sans qu'un fonctionnaire consulaire soit présent, à une telle arrestation ou saisissent des biens se trouvant à bord d'un navire battant pavillon de l'Etat d'envoi, elles doivent en informer un fonctionnaire consulaire de cet Etat et lui laisser toute latitude pour se rendre auprès de la personne arrêtée et communiquer avec elle, ainsi que pour prendre les mesures nécessaires à la sauvegarde de ses intérêts et de ceux du navire.

4. Si un navire de l'Etat d'envoi fait naufrage dans les eaux territoriales de l'Etat de résidence, les autorités compétentes dudit Etat doivent en informer un fonctionnaire consulaire et prendre toutes les mesures possibles pour la sauvegarde et la protection du navire, des personnes et des biens se trouvant à bord. Si l'armateur ou toute autre personne déléguée par lui n'est pas en mesure de prendre les dispositions nécessaires en ce qui concerne le navire ou sa cargaison, le fonctionnaire consulaire peut les prendre en son nom. Le fonctionnaire consulaire peut, dans des circonstances analogues, prendre les mesures nécessaires à l'égard du fret appartenant à des ressortissants de l'Etat d'envoi, trouvé ou amené au port et provenant d'un navire naufragé battant un autre pavillon, à l'exception de tout navire de l'Etat de résidence. Aucun droit de douane ne sera perçu sur un navire naufragé de l'Etat d'envoi, ni sur sa cargaison ou ses provisions, à moins qu'ils ne soient livrés à l'usage ou à la consommation dans l'Etat d'accueil.

5. Le terme "navire", en ce qui concerne le présent article, s'entend de tous les types de navire, qu'ils appartiennent à des particuliers ou à l'Etat et qu'ils soient exploités à titre public ou privés; mais ce terme ne comprend pas les navires de guerre, sauf en ce qui concerne l'application des dispositions du paragraphe 4 du présent article.

### ARTICLE 33

1. En vue de la protection des ressortissants de l'Etat d'envoi, de leurs biens et de leurs intérêts, les fonctionnaires consulaires ont le droit, notamment:

- a) de s'entretenir et de communiquer avec les ressortissants de l'Etat d'envoi et de les conseiller;
- b) de se renseigner sur les incidents ayant affecté les intérêts de ces ressortissants;
- c) d'assister leurs ressortissants dans leurs démarches auprès des autorités de l'Etat de résidence et, s'il y a lieu, de leur assurer l'assistance d'un homme de loi.

2. Aux fins indiquées au paragraphe 1 du présent article, les fonctionnaires consulaires ont qualité pour s'adresser aux autorités compétentes de leur circonscription et, en l'absence de représentant diplomatique de l'Etat d'envoi, aux administrations centrales de l'Etat de résidence.

3. Les ressortissants de l'Etat d'envoi auront, en tout temps, le droit de communiquer avec les fonctionnaires consulaires compétents et, à moins qu'ils ne soient en état de détention, de se rendre aux postes consulaires de l'Etat d'envoi.

### ARTICLE 34

1. Les autorités compétentes de l'Etat de résidence informent sans retard un fonctionnaire consulaire de l'arrestation et de la détention, dans sa circonscription, de tout ressortissant de l'Etat d'envoi qui en fait la demande. Cette notification est faite également à la demande d'un fonctionnaire consulaire, sauf si l'intéressé s'y oppose. Un fonctionnaire consulaire a le droit de visiter ledit ressortissant détenu, conformément à la réglementation en matière pénitentiaire, et de s'entretenir avec lui en vue de prendre toutes dispositions pour sa défense en justice.

2. Toute communication destinée au fonctionnaire consulaire par ce ressortissant lui est transmise par les soins de l'autorité compétente.

3. Lorsqu'un ressortissant de l'Etat d'envoi purge, après condamnation, une peine privative de liberté, un fonctionnaire consulaire dans la circonscription duquel il est détenu a le droit de le visiter après autorisation de l'autorité compétente. Toute visite de ce genre doit permettre au fonctionnaire consulaire de s'entretenir avec le prisonnier, conformément à la réglementation en matière pénitentiaire.

### ARTICLE 35

Outre les fonctions énumérées dans la présente convention, les fonctionnaires consulaires sont autorisés à exercer toute autre fonction consulaire et connexe, reconnue par l'Etat de résidence comme étant compatible avec leur qualité.

**TITRE V****AGENTS CONSULAIRES****ARTICLE 36**

1. Les agents consulaires sont admis à l'exercice de leurs fonctions avec l'agrément de l'Etat de résidence.
2. Dans les mêmes conditions, ils peuvent recevoir le titre de consul honoraire. Dans ce cas, les dispositions des articles 37, 38 et 39 demeurent applicables.

**ARTICLE 37**

Outre leurs fonctions consulaires, les agents consulaires peuvent exercer une activité lucrative dans l'Etat de résidence.

**ARTICLE 38**

Les archives et documents consulaires d'une agence consulaire sont inviolables à tout moment, à condition qu'ils soient séparés des autres papiers et documents et, en particulier, de la correspondance privée de l'agent consulaire et de toute personne travaillant avec lui, ainsi que des biens, livres et documents se rapportant à leur profession ou à leur commerce.

**ARTICLE 39**

Les agents consulaires ne peuvent prétendre à d'autres avantages, priviléges et immunités, que ceux que l'Etat de résidence est disposé à leur accorder. Toutefois, les dispositions des articles 19 et 20 leur sont applicables.

**TITRE VI****DISPOSITIONS GENERALES****ARTICLE 40**

1. Les membres du personnel de la mission diplomatique des Hautes Parties Contractantes, qui sont admis à l'exercice de fonctions consulaires conformément aux dispositions de la présente convention, bénéficient des droits et sont sujets aux obligations, stipulés par ladite convention en ce qui concerne les fonctionnaires consulaires.
2. Excepté dans les cas prévus au paragraphe 4 de l'article 31 de la présente convention, l'exercice des fonctions consulaires par les personnes visées au paragraphe 1 du présent article ne modifie pas les priviléges et immunités diplomatiques qui leur sont accordés en qualité de membres de la mission diplomatique.

ARTICLE 41

1. A moins que des facilités, priviléges et immunités supplémentaires n'aient été accordés par l'Etat de résidence, les membres du poste consulaire qui sont ressortissants ou résidents permanents de l'Etat de résidence ou y exercent une activité privée de caractère lucratif ne bénéficient que des immunités prévues aux articles 19 et 20 de la présente convention.

2. a) les membres de la famille des personnes visées au paragraphe 1 du présent article ne bénéficient des facilités priviléges et immunités que dans la mesure où l'Etat de résidence les leur reconnaît;

b) il en est de même des membres de la famille d'un membre du poste consulaire qui sont eux-mêmes ressortissants ou résidents permanents de l'Etat de résidence, ou qui y exercent une activité privée de caractère lucratif.

3. L'Etat de résidence doit exercer sa juridiction sur les personnes visées aux paragraphes 1 et 2 du présent article de façon à ne pas entraver d'une manière excessive les fonctions du poste consulaire.

ARTICLE 42

La présente convention remplace et abroge la convention consulaire signée à Washington le 23 février 1853.

ARTICLE 43

1. La présente convention sera ratifiée. Elle entrera en vigueur un mois après l'échange des instruments de ratification qui aura lieu à Washington.

2. La présente convention aura une durée initiale de dix ans. Elle restera en vigueur après ce terme à moins que l'une des Hautes Parties Contractantes n'en fasse cesser les effets après avoir informé l'autre Haute Partie Contractante par écrit et avec un préavis d'un an.

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé la présente convention et y ont apposé leur sceau.

FAIT à Paris, le dix-huit Juillet mil neuf cent soixante six en langues anglaise et française, les deux textes faisant également foi.

Charles Malbin

John E. Murray

**P R O T O C O L E**

Les Plénipotentiaires soussignés, dûment autorisés par leurs gouvernements respectifs, sont également convenus de la disposition suivante, qui fait partie intégrante de la Convention consulaire entre les Etats-Unis d'Amérique et la France en date du 18 Juillet 1966.

Les dispositions de l'article 13 s'appliquent également aux terrains et bâtiments que l'Etat d'envoi possède en vue de la résidence des membres du personnel de ses postes diplomatique ou consulaires ou pour les activités officielles dans les domaines culturel et de l'information.

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé le présent protocole et y ont apposé leur sceau.

FAIT en double exemplaire, en langues anglaise et française, les deux textes faisant également foi.

A Paris, le dix-huit Juillet mil neuf cent soixante six.



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PARIS, le 18 Juillet 1966.

MONSIEUR L'AMBASSADEUR,

Au moment de la signature de la Convention consulaire entre la France et les Etats-Unis, j'ai l'honneur de faire savoir à Votre Excellence qu'en ce qui concerne les activités officielles dans les domaines culturel et de l'information, mentionnées au protocole annexe à cette convention, les Etats-Unis seront, sous réserve de réciprocité, exempts de tous impôts directs à caractère personnel sur le territoire français.

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



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A Son Excellence

l'Honorable CHARLES E. BOHLEN

*Ambassadeur des Etats-Unis*

*à Paris*

TIAS 6389

PARIS, le 18 Juillet 1966.

MONSIEUR LE MINISTRE,

J'ai l'honneur d'accuser réception de la lettre de Votre Excellence du 18 Juillet 1966 dont la teneur est la suivante:

"Au moment de la signature de la Convention consulaire entre la France et les Etats-Unis, j'ai l'honneur de faire savoir à Votre Excellence qu'en ce qui concerne les activités officielles dans les domaines culturel et de l'information, mentionnées au protocole annexe à cette convention, les Etats-Unis seront, sous réserve de réciprocité, exempts de tous impôts directs à caractère personnel sur le territoire français."

Je suis en mesure de faire savoir à Votre Excellence que le Gouvernement des Etats-Unis prend volontiers acte de ces dispositions.

Veuillez agréer, Monsieur le Ministre, l'assurance de ma haute considération.

*Charles E. Halleck*

A Son Excellence

Monsieur COUVE DE MURVILLE  
Ministre des Affaires  
Etrangères  
Paris

—  
PARIS, le 18 Juillet 1966.

MONSIEUR L'AMBASSADEUR,

Au moment de procéder à la signature de la Convention consulaire entre la France et les Etats-Unis, j'ai l'honneur d'appeler l'attention de Votre Excellence sur ce qui suit:

Le nouveau régime conventionnel mettra fin aux impôts réclamés, en France, aux centres culturels américains (versement de 5% sur les salaires et contributions mobilières) et, aux Etats-Unis, pour les immeubles appartenant à la France et utilisés à des usages consulaires, ainsi que pour certains immeubles dont la France est propriétaire en dehors de Washington D.C. et qu'elle utilise à des activités officielles dans les domaines culturel et de l'information.

En ce qui concerne l'arriéré des impôts réclamés de part et d'autre, chacun des deux gouvernements prendra les dispositions nécessaires en vue d'arriver, dans toute la mesure du possible, à une solution mutuellement satisfaisante de ce problème./.

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

*Norman Bohlen*

A Son Excellence  
l'Honorable CHARLES E. BOHLEN  
*Ambassadeur des Etats-Unis*  
*à Paris*

PARIS, le 18 Juillet 1966.

MONSIEUR LE MINISTRE,

J'ai l'honneur d'accuser réception de la tettre de Votre Excellence du 18 Juillet 1966, dont la teneur est la suivante:

"Au moment de procéder à la signature de la Convention consulaire entre la France et les Etats-Unis, j'ai l'honneur d'appeler l'attention de Votre Excellence sur ce qui suit:

"Le nouveau régime conventionnel mettra fin aux impôts réclamés, en France, aux centres culturels américains (versement de 5% sur les salaires et contributions mobilières) et, aux Etats-Unis, pour les immeubles appartenant à la France et utilisés à des usages consulaires, ainsi que pour certains immeubles dont la France est propriétaire en dehors de Washington D.C. et qu'elle utilise à des activités officielles dans les domaines culturel et de l'information.

"En ce qui concerne l'arriéré des impôts réclamés de part et d'autre, chacun des deux gouvernements prendra les dispositions nécessaires en vue d'arriver, dans toute la mesure du possible, à une solution mutuellement satisfaisante de ce problème."

Je suis en mesure de faire savoir à Votre Excellence que les termes de cette lettre rencontrent l'accord du Gouvernement des Etats-Unis./.

Veuillez agréer, Monsieur le Ministre, l'assurance de ma haute considération.

*Charles E. Bohlen*

A Son Excellence  
Monsieur COUVE DE MURVILLE  
*Ministre des Affaires*  
*Etrangères*  
*à Paris*

WHEREAS the Senate of the United States of America by its resolution of September 18, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the convention, protocol, and notes;

WHEREAS the convention, with the protocol and notes, was duly ratified by the President of the United States of America on September 22, 1967, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of France;

WHEREAS the respective instruments of ratification of the convention, protocol, and notes, were duly exchanged at Washington on December 7, 1967;

AND WHEREAS it is provided in Article 43 of the convention that the convention will enter into force one month after the exchange of instruments of ratification;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said convention, together with the protocol and exchanges of notes, to the end that the same, and every article and clause thereof, shall be observed and fulfilled with good faith on and after January 7, 1968, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this eleventh day of December in the year of our Lord one thousand nine hundred sixty-seven  
[SEAL] and of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

NICHOLAS DEB KATZENBACH  
*Acting Secretary of State*

## MULTILATERAL

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

*Agreement signed at Vienna December 4, 1964;  
Entered into force December 4, 1967.*

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

WHEREAS the Government of the United States of America (hereinafter called the "United States") and the Government of Iran (hereinafter called "Iran") have been cooperating on the civil uses of atomic energy under their Agreement for Cooperation of 5 March 1957, as amended on 8 June 1964 [<sup>1</sup>] (hereinafter called the "Agreement for Cooperation"), which requires that equipment, devices and materials made available to Iran by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end; and

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

WHEREAS the Agency is, pursuant to its Statute [<sup>2</sup>] and the action of its Board of Governors, now in a position to apply safeguards to certain materials, equipment and facilities in accordance with the Agency's safeguards procedures set forth in the Safeguards Document and in the Inspectors Document; and

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

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<sup>1</sup> TIAS 4207, 6219; 10 UST 733; *ante*, p. 205.

<sup>2</sup> TIAS 3873; 8 UST 1093.

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

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

#### ARTICLE I

##### Use of Materials, Devices and Facilities for Peaceful Purposes

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

Section 2. The United States hereby undertakes that, during the term of this Agreement, it will not use in such a way as to further any military purpose any special fissionable material listed in the inventory for the United States provided for in paragraph 3 of the Annex.

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

- (a) Nuclear materials, except to the extent that the quantity of PN material of that type in the State, including that listed in the inventory provided for in the Annex, is in excess of:
  - (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;
  - (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;
  - (iii) In the case of thorium—20 metric tons;
  - (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—200 grams;
- (b) Reactors specified by Iran and determined by the Agency to have a maximum calculated power for continuous operation of less than 3 thermal megawatts, provided that the total such power of the reactors thus specified by Iran under this and all other agreements providing for safeguards by the Agency in Iran may not exceed 6 thermal megawatts;
- (c) Mines, mining equipment or ore-processing plants.

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

Section 5. The United States agrees that its rights under Article VIII of the Agreement for Cooperation to apply safeguards to equipment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the inventory for Iran provided for in the Annex. It is understood that no other rights and obligations of Iran and the United States between each other under Article VIII and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article IX will be affected by this Agreement. If the Board determines, pursuant to Section 15(a) or otherwise, that the Agency is unable to apply safeguards to any such material, equipment or facility, it shall thereby be removed from such inventory until the Board determines that the Agency is able to apply safeguards to it.

## ARTICLE II

### Application of Agency Safeguards

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

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

Such materials, equipment and facilities shall be listed in the respective inventory provided for in the Annex, within thirty days of receipt of such notification by the Agency and thereupon become subject to safeguards by the Agency, unless the Agency notifies the two Governments that it is unable to apply safeguards thereto.

Section 7. The notification by the two Governments provided for in Section 6 shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in the recipient country, except that shipments of natural uranium, depleted uranium, or thorium in quantities not exceeding one ton shall not be subject to the two-week notification requirement but shall be reported to the Agency at quarterly intervals. Such notification shall include the type, form

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

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

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

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

Section 10. Iran and the United States shall jointly notify the Agency of any transfer of materials, equipment or facilities listed in the inventory provided for in the Annex to a recipient which is not under the jurisdiction of either Iran or the United States. Such materials, equipment or facilities shall thereupon be deleted from such inventory, provided that:

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

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

Section 12. Agency safeguards applied to nuclear material pursuant to this Agreement will be suspended while such material is transferred, to any other State or group of States or to an international organization, solely for the purpose of processing, reprocessing or testing, under an agreement approved by the Agency and within the scope of the Agreement for Cooperation or is transferred, under an arrangement approved by the Agency, to a facility within Iran or the United States of America to which safeguards are not applied, provided that:

- (a) The agreement or the arrangement requires that there be placed under safeguards by the Agency, at a time to be agreed and with due allowance for processing losses, an amount of the same type of nuclear material at least equal to such transferred material and not otherwise subject to safeguards (hereinafter called "substituted material"); or
- (b) The quantities of such transferred material are not at any time in excess of:
  - (i) In the case of natural uranium or depleted uranium with a uranium-235 content of 0.5 per cent or greater—10 metric tons;
  - (ii) In the case of depleted uranium with a uranium-235 content of less than 0.5 per cent—20 metric tons;
  - (iii) In the case of thorium—20 metric tons;
  - (iv) In the case of special fissionable material: plutonium, uranium-233 or fully enriched uranium or its equivalent in the case of partially enriched uranium—1000 grams.

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

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

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

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

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

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

### ARTICLE III

#### Agency Inspectors

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

Section 17. Iran shall apply the provisions of the Agreement on the Privileges and Immunities of the Agency [¹] to Agency inspectors performing functions consequent upon this Agreement and to any property of the Agency used by them.

Section 18. The provisions of the International Organizations Immunities Act [²] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

<sup>¹</sup> 374 UNTS 147.

<sup>²</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

**ARTICLE IV****Use of Information by the Agency**

**Section 19.** The Agency shall not publish nor communicate to any State, organization or person not on its staff any information obtained by it under this Agreement, other than summarized information about the inventories provided for in the Annex, except with the consent of the Government of the State to which the information relates. Specific details concerning safeguards aspects of the nuclear energy programmes of either Iran or the United States may be disseminated to the Board and to appropriate Agency staff members as necessary for the Agency to fulfil its safeguards responsibilities under this Agreement.

**ARTICLE V****Finance**

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

**ARTICLE VI****Settlement of Disputes**

**Section 21.** Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

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

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

A majority of the members of the arbitral tribunal shall constitute a quorum, and all decisions shall be made by majority vote. The arbitral procedure shall be fixed by the tribunal. Upon application by any Party, and if necessary to ensure that this Agreement continues to function effectively, the arbitral tribunal shall be empowered to make interim decisions and to issue interim orders pending a final decision on any dispute, except with respect to matters covered by Section 22. The final decision and interim orders and decisions of the tribunal, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the Parties, shall be binding on all Parties and shall be implemented by them. The remuneration of the arbitrators shall be determined on the same basis as that of *ad hoc* judges of the International Court of Justice under Article 32, paragraph 4, of the Statute of the Court. [<sup>1</sup>]

Section 22. Decisions of the Board concerning the inability of the Agency to apply safeguards or concerning any non-compliance with this Agreement, taken pursuant to Section 6 or 15, shall, if they so provide, immediately be given effect by the Parties, pending the conclusion of any consultation, negotiation or arbitration that may be or may have been invoked with regard to the dispute.

## ARTICLE VII

### The Agency's Safeguards System and Definitions

Section 23. The terms "application of safeguards", "Board", "depleted uranium", "Director General", "nuclear material", "PN material", "reactor", "special fissionable material" and "Statute" have the same meaning in this Agreement and the Annex hereto as they do in the Safeguards Document. The term "substituted material" refers to material described in Section 12(a). "Equivalent" amounts of special fissionable materials for purposes of Sections 3(a)(iv) and 12(b)(iv) shall be as defined by the equation in the Appendix to the

<sup>1</sup> TS 993; 59 Stat. 1059.

Safeguards Document; the equivalent amounts of plutonium and uranium-233 are the same as for fully enriched uranium. "Party" shall mean the Agency, Iran or the United States.

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

## ARTICLE VIII

### Amendment, Entry into Force and Duration

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

Section 26. This Agreement shall enter into force, after signature by or for the Director General and by the authorized representatives of Iran and of the United States and after the Director General shall have received written notification from each Government that it has complied with the constitutional requirements for the entry into force of this Agreement, on the date on which the Agency accepts the initial inventory provided for in Section 6. [<sup>1</sup>]

Section 27. This Agreement shall remain in force until 19 April 1969 unless sooner terminated by any Party upon six months' notice to the other Parties or as may otherwise be agreed.

DONE in Vienna, this 4<sup>th</sup> day of December 1964 in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF IRAN:

R. ATABAKI

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

FRANK K. HEFNER

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<sup>1</sup> Dec. 4, 1967.

## A N N E X

**MATERIALS, EQUIPMENT AND FACILITIES  
SUBJECT TO AGENCY SAFEGUARDS**

Inventories, with respect to Iran and with respect to the United States, of the materials, equipment and facilities subject to safeguards by the Agency pursuant to this Agreement shall be currently maintained by the Agency on the basis of the notifications, agreements and determinations provided for in Article II of this Agreement, and on the basis of the safeguards reports submitted by the Governments pursuant to this Agreement. These inventories will be considered integral parts of this Agreement, and the Agency will communicate them routinely to Iran and to the United States every three months and also within two weeks of the receipt of a special request therefor from one of the Governments.

1. The principal part of the inventory with respect to Iran will consist of at least the following categories:
  - (a) Equipment and facilities transferred to Iran;
  - (b) Material transferred to Iran and any substituted material;
  - (c) Special fissionable materials produced in Iran as specified in Section 8 of this Agreement, and any substituted material; and
  - (d) Nuclear materials utilized in or recovered from any materials, equipment or facilities listed in the principal part of this inventory, and any substituted material.
2. The subsidiary part of the inventory with respect to Iran will contain any other equipment or facility while it is using, fabricating or processing any material listed in the principal part of this inventory.
3. The inventory with respect to the United States will contain any special fissionable material of whose transfer from Iran the Agency has been notified pursuant to Section 6(b) of this Agreement, and any substituted material.

## MULTILATERAL

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

*Agreement signed at Vienna June 19, 1967;  
Entered into force December 6, 1967.*

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#### AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America and the Government of the Republic of Indonesia have been co-operating on the civil uses of atomic energy under their Agreement for Cooperation of 8 June 1960, as amended by an agreement signed on 12 January 1966, [1] which requires that equipment, devices and materials made available to Indonesia by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end;

WHEREAS the Agreement for Cooperation reflects the mutual recognition of the two Governments of the desirability of arranging for the Agency to administer safeguards as soon as practicable;

WHEREAS the Agency is, pursuant to its Statute and the action of its Board of Governors, now in a position 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 under the Agreement for Cooperation or produced by their use or otherwise subject to safeguards under that Agreement shall not be used for any military purpose and have requested the Agency to apply 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 14 June 1967;

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

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<sup>1</sup> TIAS 4557, 6124; 11 UST 2024; 17 UST 1652.

**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 Cooperation" means the agreement between Indonesia and the United States for co-operation on the civil uses of atomic energy signed on 8 June 1960, as amended by an agreement signed on 12 January 1966.
- (d) "Inspectors Document" means the Annex to Agency document GC(V)/INF/39, which was placed in effect by the Board on 29 June 1961.
- (e) "Inventory" means either of the lists of material, equipment and facilities described in Section 10.
- (f) "Nuclear material" means any source or special fissionable material as defined in Article XX of the Agency's Statute.<sup>[1]</sup>
- (g) "Safeguards Document" means Agency document INFCIRC/66, which was approved by the Board on 28 September 1965, including the Annex setting forth provisions for reprocessing plants set forth in Agency document GC(X)/INF/86, which was approved by the Board on 17 June 1966.
- (h) "United States" means the Government of the United States of America.
- (i) "Indonesia" means the Government of the Republic of Indonesia.

**PART II**

**Undertakings by the Governments and the Agency**

Section 2. Indonesia 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 Indonesia.

Section 3. The United States 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 United States.

Section 4. The Agency undertakes to apply safeguards 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. Indonesia and the United States undertake to facilitate the application of safeguards and to co-operate with the Agency and each other to that end.

Section 6. The United States agrees that its rights under Article VIII of the Agreement for Cooperation to apply safeguards to equip-

<sup>1</sup> TIAS 3873; 8 UST 1112.

ment, devices and materials subject to that Agreement will be suspended with respect to materials, equipment and facilities while they are listed in the Inventory for Indonesia. It is understood that no other rights and obligations of Indonesia and the United States between themselves under Article VIII and under other provisions of the Agreement for Cooperation, including those arising by reason of paragraph (b) of Article IX, will be affected by this Agreement.

Section 7. If the Agency is relieved, pursuant to Section 21(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. Indonesia and the United States shall promptly notify the Agency of any amendment to the Agreement for Cooperation and any notice of termination given with respect to that Agreement.

**PART III**  
**Inventories and Notifications**

**Section 9.**

- (a) An initial list of all the materials, equipment and facilities which are within the jurisdiction of Indonesia and subject to the Agreement for Cooperation shall be prepared by the two Governments and submitted jointly to the Agency as promptly as feasible after the entry into force of this Agreement. The Agency's acceptance thereof shall establish the Inventory for Indonesia and the Agency will thereupon commence applying safeguards to such materials, equipment and facilities.
- (b) Thereafter Indonesia and the United States shall jointly notify the Agency of:
  - (i) Any transfer from the United States to Indonesia under their Agreement for Cooperation of materials, equipment or facilities;
  - (ii) Any transfer from Indonesia to the United States of any special fissionable material which has been included in the Inventory for Indonesia pursuant to Section 12; and
  - (iii) Any other materials, equipment and facilities which as a consequence of the transfers referred to in (i) and (ii) above come within the scope of the Category described in Section 10 (b) or (e).

- (c) The Agency shall, within 30 days of its receipt of a joint notification, advise both Governments either:
- (i) That the items covered by the notification are listed in the appropriate Inventory as of the date of the Agency's advice; or
  - (ii) That the Agency is unable to apply safeguards to such items, in which case, however, it may indicate at what future time or under what 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 Indonesia shall list:
- (i) Equipment and facilities transferred to Indonesia;
  - (ii) Material transferred to Indonesia or material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document;
  - (iii) Special fissionable materials produced in Indonesia, as specified in Section 12, or any material substituted therefor in accordance with paragraph 25 or 26(d) of the Safeguards Document; and
  - (iv) Nuclear materials, other than those which are listed under (ii) or (iii) above, which are processed or used in any of the materials, equipment or facilities listed under (i), (ii) or (iii) 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 Indonesia shall list:
- (i) Any facility while it incorporates any equipment listed in Category I of the Inventory for Indonesia; and
  - (ii) Any equipment or facility while it is containing, using, fabricating or processing any material listed in Category I of the Inventory for Indonesia.
- (c) Category III of the Inventory with respect to Indonesia shall list any nuclear material which would normally be listed in Category I of the Inventory for Indonesia but which is not so listed because:
- (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) 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 United States shall list:
- (i) Special fissionable material of whose transfer from Indonesia the Agency has been notified pursuant to Section 9(b)(ii) or material substituted therefor, in accordance with paragraph 25 or 26(d) of the Safeguards Document; or
  - (ii) Special fissionable material produced in the United States, 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 United States 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 United States.
- (f) Category III of the Inventory with respect to the United States shall list any material which would normally be listed in Category I of the Inventory for the United States but which is not so listed because:
- (i) It is exempt from safeguards in accordance with the provisions of paragraph 21, 22 or 23 of the Safeguards Document; or
  - (ii) 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 Section 9(b)(i) shall normally be sent to the Agency not more than two weeks after the material, equipment or facility arrives in Indonesia, 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)(i) 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 materials; appropriate adjustment in the inventory shall be made by agreement of the Parties; pending final agreement of the Parties, the Agency's calculations shall govern.

Section 13. The two Governments shall jointly notify the Agency of the transfer to the United States of any materials, equipment or facilities listed in the Inventory for Indonesia. Upon receipt thereof by the United States:

- (a) Materials described in Section 9(b)(ii) shall be transferred from the Inventory for Indonesia to Category I of the Inventory for the United States;
- (b) Other materials, and equipment or facilities shall be deleted from the Inventory.

Section 14. 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 15. 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, the Government shall so notify the Agency and may make the transfer to that facility only after the Agency has accepted the facility for listing in that Government's Inventory.

Section 16. The notifications provided for in Sections 13, 14 and 15 shall be sent to the Agency at least two weeks before the material, equipment or facility is to be transferred. The contents of these notifications shall conform, as far as appropriate, to the requirements of Section 11.

Section 17. 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 Document.

Section 18. The Agency shall terminate safeguards under this Agreement with respect to those items deleted from an Inventory as provided in Sections 13(b) and 14 above. 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 paragraph 26 of the Safeguards Document.

#### PART IV

##### Safeguards Procedures

Section 19. In applying safeguards, the Agency shall observe the principles set forth in paragraphs 9 through 14 of the Safeguards Document.

Section 20. 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. 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 21. 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 22. 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 and in Indonesia shall be agreed between the Agency and the Government concerned before the facility or material is listed in the Inventory.

Section 23. Indonesia shall apply the relevant provisions of the Agreement on the Privileges and Immunities [<sup>1</sup>] of the Agency to Agency inspectors performing functions under this Agreement and to any property of the Agency used by them.

Section 24. The provisions of the International Organizations Immunities Act [<sup>2</sup>] of the United States shall apply to Agency inspectors performing functions in the United States of America under this Agreement and to any property of the Agency used by them.

## PART VI

### Finance

Section 25. In connection with the implementation of this Agreement all expenses incurred by or at the written request or direction of the Agency, its inspectors or other officials shall be borne by the Agency, and neither Indonesia nor the United States shall be required to bear any expenses for equipment, accommodation, or transport furnished pursuant to paragraph 6 of the Inspectors Document.

### Section 26.

- (a) Indonesia 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 Indonesia.
- (b) In carrying out its functions under this Agreement within the United States, the Agency and its personnel shall be covered to the same extent as United States nationals by any protection against third-party liability provided under the Price-Anderson Act,[<sup>3</sup>] including insurance or other indemnity coverage that may be required by the Price-Anderson Act with respect to nuclear incidents within the United States.

## PART VII

### Settlement of Disputes

Section 27. Any dispute arising out of the interpretation or application of this Agreement which is not settled by negotiation or as may otherwise be agreed by the Parties concerned shall on the request of any Party be submitted to an arbitral tribunal composed as follows:

- (a) If the dispute involves only two of the Parties to this Agreement, all three Parties agreeing that the third is not concerned, the two Parties involved shall each designate one arbitrator, and

<sup>1</sup> 374 UNTS 147.

<sup>2</sup> 59 Stat. 669; 22 U.S.C. § 288 note.

<sup>3</sup> 71 Stat. 576; 42 U.S.C. § 2210.

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 28. 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 29. 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 at the request of the Governments to take account of any or all such modifications. If the Board modifies the Inspectors Document, this Agreement shall be amended at the request of the Governments to take account of any or all such modifications.

### Section 30.

- (a) This Agreement shall be signed by the Director General of the Agency or his representative and by the authorized representative of each Government.

- (b) This Agreement shall enter into force on the date on which the Agency shall have received from the two Governments written notification that they have complied with all statutory and constitutional requirements for its entry into force.<sup>1</sup>

**Section 31.** This Agreement shall remain in force during the term of the Agreement for Cooperation, as extended from time to time 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)(iii) or 10(d) until the Agency has notified both Governments that it has terminated safeguards on such material in accordance with Section 18.

DONE in Vienna, this 19<sup>th</sup> day of June 1967, in triplicate in the English language.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

SIGVARD EKLUND

For the GOVERNMENT OF THE REPUBLIC OF INDONESIA:

L ROESAD

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

HENRY DEWOLF SMYTH

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<sup>1</sup> Dec. 6, 1967.

**GAMBIA**  
**Investment Guaranties**

*Agreement effected by exchange of notes  
Dated at Bathurst July 24 and November 4, 1967;  
Entered into force November 4, 1967.*

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*The American Embassy to the Gambia Ministry of External Affairs*

NO. 33

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs and has the honour to refer to conversations which have recently taken place between representatives of our two governments relating to investments in The Gambia which further the development of the economic resources and productive capacities of The Gambia and to guaranties of such investments by the Government of the United States of America. I also have the honour to confirm the following understandings reached as a result of those conversations:

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of The Gambia (the Host Government), the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in The Gambia.
2. The procedures set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognize the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property

within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3.

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

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

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request for such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments.

The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

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

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

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

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

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

THE MINISTRY OF EXTERNAL AFFAIRS,

Bathurst.

*July 24, 1967.*

*The Gambia Ministry of External Affairs to the American Embassy*

MINISTRY OF EXTERNAL AFFAIRS,  
BATHURST,  
THE GAMBIA.

PM/6654/(31)

The Ministry of External Affairs of the Government of The Gambia presents its compliments to the Embassy of the United States of America in The Gambia and, with reference to the Embassy's Note No. 33 of 24th July, 1967, on the subject of an Investments Guarantee Agreement between the Government of the United States of America and that of the Gambia, has the honour to state that the Gambia Government accepts the proposal to conclude an Agreement on the lines of the understandings reached in conversation and set out in the Embassy's Note above mentioned, as follows:—

1. When nationals of the Government of the United States of America (the Guaranteeing Government) propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of The Gambia (the Host Government), the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in The Gambia.
2. The procedure set forth in this Agreement shall apply only with respect to guaranteed investments in projects or activities approved by the Host Government.
3. If the Guaranteeing Government makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Host Government shall, subject to the provisions of the following paragraph, recognise the transfer to the Guaranteeing Government of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Guaranteeing Government to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Host Government partially or wholly invalidate the acquisition of any interests in any property within its national territory by the Guaranteeing Government, the Host Government shall permit such investor and the Guaranteeing Government to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Host Government. The Guaranteeing Government shall assert no greater rights than those of the transferring investor under the laws of the Host Government with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Guaranteeing Government

does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

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

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

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

the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

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

8. The foregoing provisions are acceptable to the Government of the Gambia which considers this Note, together with that from the Embassy of the United States of America dated 24th July, 1967, to which it is the reply, as constituting an Agreement between the Government of The Gambia and the Government of the United States of America on this subject, the Agreement to come into force on the date of the present Note.

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



BATHURST, THE GAMBIA.  
*4th November, 1967.*

## MULTILATERAL

### World Health Organization: Nomenclature Regulations, 1967

*Adopted by the Twentieth World Health Assembly at Geneva  
May 22, 1967;  
Entered into force January 1, 1968.*

WORLD HEALTH  
ORGANIZATION

ORGANISATION MONDIALE  
DE LA SANTE

C.L.17.1967

#### WHO NOMENCLATURE REGULATIONS, 1967

The Twentieth World Health Assembly,

Considering the importance of compiling and publishing statistics  
of mortality and morbidity in comparable form;

Having regard to Articles 2(s), 21(b), 22 and 64 of the Constitution  
of the World Health Organization,[<sup>1</sup>]

ADOPTS, this twenty-second day of May 1967, the Nomenclature  
Regulations 1967; these Regulations may be cited as the WHO Nomenclature  
Regulations.

#### Article 1

Members of the World Health Organization for whom these Regulations  
shall come into force under Article 7 below shall be referred to herein-  
after as Members.

#### Article 2

Members compiling mortality and morbidity statistics shall do so  
in accordance with the current revision of the International Statistical  
Classification of Diseases, Injuries and Causes of Death as adopted from  
time to time by the World Health Assembly. This Classification may be  
cited as the International Classification of Diseases.

<sup>1</sup> TIAS 1808; 62 Stat. (3) 2682, 2685, 2692.

Article 3

In compiling and publishing mortality and morbidity statistics Members shall comply as far as possible with recommendations made by the World Health Assembly as to classification, coding procedure, age-grouping, territorial areas to be identified, and other relevant definitions and standards.

Article 4

Members shall compile and publish annually for each calendar year statistics of causes of death for the metropolitan (home) territory as a whole or for such part thereof as information is available, and shall indicate the area covered by the statistics.

Article 5

Members shall adopt a form of medical certificate of cause of death that provides for the statement of the morbid conditions or injuries resulting in or contributing to death, with a clear indication of the underlying cause.

Article 6

Each Member shall, under Article 64 of the Constitution, provide the Organization on request with statistics prepared in accordance with these Regulations and not communicated under Article 63 of the Constitution.

Article 7

1. These Regulations shall come into force on the first day of January 1968.
2. Upon their entry into force these Regulations shall, subject to the exceptions hereinafter provided, replace as between the Members bound by these Regulations and as between these Members and the Organization, the provisions of the Nomenclature Regulations 1948 and subsequent revisions thereof.<sup>[1]</sup>

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<sup>[1]</sup> TIAS 3482, 4409; 7 UST 79; 11 UST 61.

3. Any revisions of the International Classification of Diseases adopted by the World Health Assembly pursuant to Article 2 of these Regulations shall enter into force on such date as is prescribed by the World Health Assembly and shall, subject to the exceptions hereinafter provided, replace any earlier classifications.

Article 8

1. The period provided in execution of Article 22 of the Constitution of the Organization for rejection or reservation shall be six months from the date of the notification by the Director-General of the adoption of these Regulations by the World Health Assembly. Any rejection or reservation received by the Director-General after the expiry of this period shall have no effect.

2. The provisions of paragraph 1 of this Article shall likewise apply in respect of any subsequent revision of the International Classification of Diseases adopted by the World Health Assembly pursuant to Article 2 of these Regulations.

Article 9

A rejection, or the whole or part of any reservation, whether to these Regulations or to the International Classification of Diseases or any revision thereof, may at any time be withdrawn by notifying the Director-General.

Article 10

The Director-General shall notify all Members of the adoption of these Regulations, of the adoption of any revision of the International Classification of Diseases as well as of any notification received by him under Articles 8 and 9.

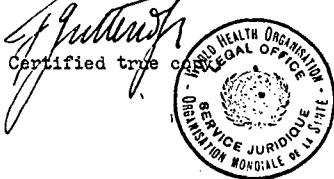
Article 11

The original texts of these Regulations shall be deposited in the Archives of the Organization. Certified true copies shall be sent by the Director-General to all Members. Upon the entry into force of these Regulations, certified true copies shall be delivered by the Director-General to the Secretary-General of the United Nations for registration in accordance with Article 102 of the Charter of the United Nations.

IN FAITH WHEREOF, we have set our hands at Geneva this twenty-second day of May 1967.

(signed) V. T. H. GUNARATNE  
President of the World Health Assembly

(signed) M. G. CANDAU, MD.  
Director-General of the World Health Organization



WORLD HEALTH  
ORGANIZATION

ORGANISATION MONDIALE  
DE LA SANTE

C.L. 17.1967

REVISION DU REGLEMENT DE NOMENCLATURE, 1967

La Vingtième Assemblée mondiale de la Santé,

Considérant qu'il importe d'établir et de publier des statistiques de mortalité et de morbidité sous une forme comparable;

Vu les articles 2 s), 21 b), 22 et 64 de la Constitution de l'Organisation mondiale de la Santé,

ADOPTE, ce vingt-deux mai 1967, le Règlement de Nomenclature de 1967; ce Règlement peut être désigné sous le nom de "Règlement de Nomenclature de l'OMS";

Article 1

Le terme "Etat Membre" désigne les Etats Membres de l'Organisation mondiale de la Santé auxquels le présent Règlement est applicable en vertu de l'article 7 ci-dessous.

Article 2

Pour établir leurs statistiques de mortalité et de morbidité, les Etats Membres se conforment aux dispositions en vigueur de la Revision de la Classification internationale des Maladies, Traumatismes et Causes de Décès, adoptée de temps à autre par l'Assemblée mondiale de la Santé. Cette Classification peut être désignée sous le nom de "Classification internationale des Maladies".

Article 3

Lorsqu'ils établissent et publient des statistiques de mortalité et de morbidité, les Etats Membres se conforment autant que possible aux recommandations faites par l'Assemblée mondiale de la Santé au sujet de la classification,

du codage, de la fixation de groupes d'âge, des zones territoriales à distinguer, et des autres définitions et normes pertinentes.

Article 4

Les Etats Membres établissent et publient annuellement pour chaque année civile des statistiques de causes de décès relatives à l'ensemble du territoire métropolitain ou à la partie de ce territoire pour laquelle on dispose de données et ils indiquent la partie de territoire sur laquelle portent les statistiques.

Article 5

Les Etats Membres adoptent un modèle de certificat médical de la cause de décès qui permette de mentionner les états morbides ou traumatismes ayant abouti ou contribué au décès, en indiquant clairement la cause initiale.

Article 6

Chaque Etat Membre fait parvenir sur demande à l'Organisation, en application de l'article 64 de la Constitution, des statistiques préparées conformément au présent Règlement et non communiquées en vertu de l'article 63 de la Constitution.

Article 7

- 1) Le présent Règlement entrera en vigueur le 1er janvier 1968.
- 2) Dès son entrée en vigueur le présent Règlement, sous réserve des exceptions prévues ci-après, remplacera pour les Etats Membres auxquels il est applicable, dans leurs rapports entre eux comme dans leurs rapports avec l'Organisation, le Règlement de Nomenclature de 1948 et les révisions ultérieures de celui-ci.
- 3) Toute révision de la Classification internationale des Maladies adoptée par l'Assemblée mondiale de la Santé en vertu de l'article 2 du présent Règlement prendra effet à la date prescrite par l'Assemblée mondiale de la Santé et remplacera, sous réserve des exceptions prévues ci-après, toute classification antérieure.

Article 8

- 1) Le délai prévu, en application de l'article 22 de la Constitution de l'Organisation, pour faire connaître un refus ou des réserves est de six mois à compter de la date à laquelle le Directeur général notifie l'adoption du présent Règlement par l'Assemblée mondiale de la Santé. Tout refus ou réserve reçu par le Directeur général après l'expiration de ce délai est sans effet.
- 2) Les dispositions du paragraphe premier du présent article s'appliquent également à toute révision ultérieure de la Classification internationale des Maladies qui serait adoptée par l'Assemblée mondiale de la Santé en vertu de l'article 2 du présent Règlement.

Article 9

Tout Etat Membre peut, à tout moment, retirer son refus ou tout ou partie de ses réserves concernant le présent Règlement ou la Classification internationale des Maladies ou toute révision de l'un ou de l'autre par notification au Directeur général.

Article 10

Le Directeur général notifie à tous les Etats Membres l'adoption du présent Règlement, l'adoption de toute révision de la Classification internationale des Maladies, ainsi que toute notification reçue par lui en application des articles 8 et 9.

Article 11

Les textes originaux du présent Règlement seront déposés dans les archives de l'Organisation. Le Directeur général en enverra des copies certifiées conformes à tous les Etats Membres. Dès l'entrée en vigueur du

présent Règlement, le Directeur général délivrera des copies certifiées conformes au Secrétaire général de l'Organisation des Nations Unies pour être enregistrées en conformité de l'article 102 de la Charte des Nations Unies.

EN FOI DE QUOI, nous avons signé le présent document à Genève  
ce vingt-deux mai 1967

(signé) V. T. H. GUNARATNE  
Président de l'Assemblée mondiale  
de la Santé

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

Copie certifiée conforme



## BELGIUM

### Double Taxation: Taxes on Income

*Agreement extending the supplementary protocol of May 21,  
1965, to the convention of October 28, 1948, as amended.*

*Effectuated by exchange of notes*

*Signed at Brussels December 11, 1967;*

*Entered into force December 11, 1967.*

*The Belgian Minister for Foreign Affairs to the American Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES ET DU COMMERCE EXTERIEUR

BRUXELLES, le 11 décembre 1967

MONSIEUR L'AMBASSADEUR,

La Belgique et les Etats-Unis ont signé, le 21 mai 1965, un Protocole modifiant et complétant la convention pour éviter la double imposition et empêcher l'évasion fiscale en matière d'impôts sur le revenu, conclue entre les deux pays le 28 octobre 1948 et amendée par les conventions complémentaires des 9 septembre 1952 et 22 août 1957.

Ce Protocole a été conclu pour une période de temps limitée, période qui doit permettre aux deux Etats contractants de préparer une convention rénovée et plus précise. En effet, aux termes de son article II (5), le Protocole restera en vigueur en ce qui concerne les revenus d'années civiles ou de périodes imposables commençant—ou, dans le cas d'impôts dus à la source, en ce qui concerne les paiements effectués—antérieurement au 1er janvier 1968; cette échéance peut toutefois être reportée de commun accord entre les Etats contractants et par échange de notes diplomatiques, au 1er janvier 1971 au plus tard.

En raison de diverses circonstances, il n'a pas encore été possible d'engager les pourparlers en vue de la mise au point d'une nouvelle convention; de plus, l'expérience révèle que la négociation, la signature, l'approbation législative et la ratification d'une convention préventive de la double imposition nécessitent généralement des délais assez longs.

C'est pourquoi j'ai l'honneur de vous proposer de proroger le Protocole du 21 mai 1965 de manière à ce qu'il s'applique également aux revenus d'années civiles ou de périodes imposables commençant—ou, dans le cas d'impôts dus à la source, aux paiements effectués—après le 31 décembre 1967 mais avant le 1er janvier 1971.

Je confirme par ailleurs que mon Gouvernement est disposé à tout mettre en oeuvre afin d'engager et de mener à bien, dans le

plus bref délai possible, les pourparlers en vue de la conclusion d'une nouvelle convention préventive de la double imposition entre nos deux Etats.

Je vous serais très obligé de vouloir bien me faire part de l'accord de votre Gouvernement sur la prorogation proposée ci-avant, votre réponse affirmative devant constituer l'accord des Etats contractants.

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

Le Ministre des Affaires étrangères,

PIERRE HARMEL.

P. Harmel

A Son Excellence

Monsieur RIDGEWAY B. KNIGHT,  
*Ambassadeur des Etats-Unis  
à Bruxelles*

*Translation*

MINISTRY OF FOREIGN AFFAIRS AND FOREIGN COMMERCE

BRUSSELS, December 11, 1967

MR. AMBASSADOR:

On May 21, 1965, Belgium and the United States signed a Protocol [<sup>1</sup>] modifying and supplementing the Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, concluded between the two countries on October 28, 1948, and amended by the supplementary Conventions of September 9, 1952 and August 22, 1957. [<sup>2</sup>]

This Protocol was concluded for a limited period of time, to permit the two Contracting States to prepare a revised and more detailed Convention. Indeed, in accordance with Article II (5), the Protocol will remain in force with respect to income of calendar years or taxable years beginning—or in the case of taxes payable at the source, payments made—prior to January 1, 1968, or such subsequent date, not later than January 1, 1971, as may be agreed to by the Contracting States through an exchange of diplomatic notes.

Owing to various circumstances, it has not yet been possible to begin negotiations for a new convention; moreover, experience has shown that the negotiation, signature, legislative approval and ratification of a convention for the avoidance of double taxation generally take a fairly long time.

That is why I have the honor to propose that the Protocol of May 21, 1965 be extended so as also to apply to income derived in the calendar years or taxable years beginning—or in the case of taxes

<sup>1</sup> TIAS 6073; 17 UST 1142.

<sup>2</sup> TIAS 2833, 4280; 4 UST 1647, 1672; 10 UST 1358.

payable at the source, to payments made—after December 31, 1967, but before January 1, 1971.

I also confirm that my Government is prepared to make every effort to the end that the negotiations for the conclusion of a new convention on the avoidance of double taxation between our two States may be commenced and successfully completed within the shortest possible time.

I should appreciate it if you would inform me of your Government's agreement to the extension proposed above; your affirmative reply would then constitute the agreement between the Contracting States.

Please accept, Mr. Ambassador, the assurances of my high consideration.

*Minister of Foreign Affairs*

PIERRE HARMEL

P. Harmel

His Excellency

RIDGWAY B. KNIGHT,

*Ambassador of the United States,  
Brussels.*

*The American Ambassador to the Belgian Minister for Foreign Affairs*

No. 179

BRUSSELS, December 11, 1967

EXCELLENCY:

I have the honor to refer to Your Excellency's note of December 11, 1967.

The United States Government agrees to the proposal of your Government that the Supplementary Income Tax Protocol between the United States and Belgium, signed on May 21, 1965, be extended pursuant to Article II (5) with the objective that the Protocol shall remain in effect with respect to income of calendar years or taxable years beginning (or in the case of taxes payable at the source, payments made) prior to January 1, 1971.

I also note your confirmation that your Government is disposed to ready itself for discussions as soon as possible aimed at the conclusion of a new convention for the avoidance of double taxation between our two nations. I am authorized to state that the United States Government shares this view, and for its part, the United States Department of the Treasury is prepared to hold negotiations for a new convention during the course of the coming year.

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

RIDGWAY B. KNIGHT

His Excellency

PIERRE HARMEL,

*Minister for Foreign Affairs,  
Brussels.*



**REPUBLIC OF CHINA**  
**Agricultural Commodities**

*Agreement and related agreement signed at Taipei December 12,  
1967;  
Entered into force December 12, 1967.*

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

The Government of the United States of America and the Government of the Republic of China:

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of China (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 encourage the developing countries to improve further their own agricultural production, and to assist them in their economic development, including the production, storage and distribution of agricultural food products; and

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<sup>[1]</sup> (hereinafter referred to as the Act), and the measures that the two Governments will take individually

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

and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

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

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

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

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

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

E. The value of the total quantity of each commodity covered

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

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

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

H. The financing, sale, and delivery of commodities under

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

## ARTICLE II

### A. Initial Payment

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

### B. Type of Financing

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

### C. Deposit of Payments

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

1. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States in the Bank of Taiwan, and the Government of the United States will transfer these funds from the Bank of Taiwan to interest-bearing accounts with banks selected by the Government of the United States in such amounts that the balance in such interest-

bearing accounts will not exceed NT\$600,000,000 at any one time.

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

### ARTICLE III

#### A. World Trade

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

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

2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is

specifically approved by the Government of the exporting country);  
and

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

B. Private Trade

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

C. Self-help

Part II describes the program the Government of the importing country is undertaking to improve production, storage, and distribution of agricultural commodities in its international cooperation programs. 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 period it is importing or utilizing commodities purchased under this agreement and for the first quarter after the end of that period:

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

the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped, where shipped;

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

**E. Procedures for Reconciliation and Adjustment of Accounts**

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

**F. Delivery**

For the purposes of this agreement:

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

**G. Applicable Exchange Rate**

For the purposes of this agreement, the applicable exchange

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

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

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

H. Consultation

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

I. Publicity

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

PART II - PARTICULAR PROVISIONS

## ITEM I. COMMODITY TABLE:

<u>Commodity</u>		Approximate Maximum Quantity	Maximum Export Market Value
Cotton	United States Fiscal Year 1968	100,000 bales	\$ 11.5
Tobacco	United States Fiscal Year 1968	3,000 MT	6.0
Tallow, Inedible	United States Fiscal Year 1968	10,000 MT	1.7
<b>Subtotal</b>			<b>\$ 19.2</b>
Cotton	United States Fiscal Year 1969	100,000 bales	\$ 11.5
Tobacco	United States Fiscal Year 1969	2,300 MT	4.6
Tallow, Inedible	United States Fiscal Year 1969	14,000 MT	2.2
<b>Subtotal</b>			<b>\$ 18.3</b>
<b>TOTAL</b>			<b>\$ 37.5 million</b>

ITEM II. PAYMENT TERMS:  
Local Currency Terms

1. Initial payment in dollars - one (1) percent.
2. Proportions of local currency indicated for specified purposes:
  - A. U.S. expenditures -- 50 percent.
  - B. Section 104(g) -- 50 percent as a grant for the purchase of goods or services for other friendly countries in connection with the international cooperation programs of the importing country.
3. Convertibility
 

Section 104(b)	(1) -- \$ 750,000
Section 104(b)	(2) -- \$ 750,000

## ITEM III. USUAL MARKETING REQUIREMENTS:

<u>Commodity</u>	<u>Import Period</u>	<u>Commercial Import Requirement</u>
Cotton	United States Fiscal Year 1968	200,000 bales of which at least 150,000 bales shall be from the United States
	United States Fiscal Year 1969	208,000 bales of which at least 156,000 bales shall be from the United States
Tobacco	United States Fiscal Year 1968	1,335 MT of which at least 1,000 MT shall be from the United States
	United States Fiscal Year 1969	1,435 MT of which at least 1,100 MT shall be from the United States
Tallow, Inedible	United States Fiscal Year 1968	10,500 MT from the United States
	United States Fiscal Year 1969	11,000 MT from the United States

## ITEM IV. EXPORT LIMITATIONS:

A. Export Limitation Period -- United States Fiscal Years 1968 and 1969 or any subsequent period during which the commodities purchased under the agreement are being imported.

B. For the purposes of Part I, Article III A (3) of the agreement, the commodities considered to be the same as, or like, cotton are cotton and cotton textiles; the same as or like tobacco is unmanufactured United States tobacco leaf; and the same as or like tallow, inedible is tallow, inedible.

## C. Permissible Exports

<u>Commodity</u>	<u>Quantity or Conditions on Which it May be Exported</u>	<u>Period During Which Such Exports are Permitted</u>
Cotton Textiles	The raw cotton content equivalent in weight to 176,000 bales (480 pounds net) each fiscal year. If level of cotton textile exports is exceeded, the Government of the Republic of China will import from the United States with its own resources by September 30 of the succeeding fiscal year, raw cotton equivalent in weight of such exports in addition to the 150,000 bales for fiscal year 1968 and the 156,000 bales for fiscal year 1969 provided in Item III.	Each year during United States fiscal years 1968 and 1969 or any subsequent period during which commodities purchased under the agreement are being imported.

## ITEM V. SELF-HELP MEASURES:

In consideration of Section 103(a) and Section 109 of the Act, and in recognition of the achievement of the Republic of China in agricultural production and economic development in Taiwan, up to 50 percent of the New Taiwan Dollars accruing from the sale of commodities under this agreement will be granted to supplement the Government of the Republic of China's international cooperation programs:

1. The Government of the Republic of China will engage in international programs of technical cooperation in the development of food production and in agricultural and other rural development programs that emphasize food production, processing and distribution.
2. In addition to the New Taiwan Dollars to be provided under this agreement, the Government of the Republic of China will continue to furnish the foreign exchange necessary to meet the cost of such programs, and to provide 250 million New Taiwan Dollars from its own resources.
3. Scope of Program. The other terms of the grant of New Taiwan Dollars under this agreement, including the relationship

of proposed activities to assistance programs of the Government of the United States of America and private organizations of the United States, will be subject of a separate grant agreement between the Governments of the United States of America and the Republic of China.

**PART III - FINAL PROVISIONS**

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

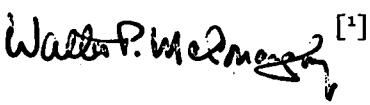
B. This agreement shall enter into force upon signature.

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

DONE in duplicate in the English and Chinese languages, at Taipei this twelfth day of December, 1967, corresponding to the twelfth day of the twelfth month of the fifty-sixth year of the Republic of China.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF CHINA

[<sup>2</sup>]  
  
Wei Tao-ming

[SEAL]

[SEAL]

<sup>1</sup> Walter P. McConaughy.

<sup>2</sup> Wei Tao-ming.

LOCAL CURRENCY ANNEX TO THE AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE REPUBLIC OF CHINA FOR  
SALES OF AGRICULTURAL COMMODITIES

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

1. The Government of the importing country shall provide for the payment in United States dollars of the balance of the ocean transportation costs for commodities required to be transported in United States flag vessels, after deducting the ocean freight differential described in Part I,

Article I F, of this agreement.

2. The Government of the importing country shall pay, or cause to be paid, to the Government of the exporting country an amount of local currency equivalent to the dollar amount disbursed by the Government of the exporting country for the commodity (not including any ocean transportation costs) less any portion of the initial payment payable in dollars to the Government of the exporting country at such time as required by the purchase authorization and regulations applicable thereto. The calculation of this local currency equivalent shall be at the applicable rate of exchange specified in Part I, Article III G, of this agreement and in effect on the date of dollar disbursement by the Government of the exporting country.

3. The Government of the exporting country shall determine which of its funds shall be used to pay any refunds

of local currency which become due under this agreement or which are due or become due under any prior agricultural commodities agreement. A reserve shall be maintained under this agreement for two years from its effective date which may be used for the payment of such refunds. Any payment out of this reserve shall be treated as a reduction in the total local currency accruing to the Government of the exporting country under this agreement.

4. Subject to the reserve and refund provision of paragraph 3 of this annex, the local currency accruing to the Government of the exporting country from sales of these commodities shall be made available for use by the Government of the exporting country in such manner and order of priority as the Government of the exporting country shall determine, for the purposes and in the proportions indicated in Part II of the agreement.

5. Any percentage of the local currency indicated for section 104(e) purposes shall be made available for loans to be made by the Agency for International Development of Washington (hereinafter referred to as AID) under section 104(e) of the Act and for administrative expenses of AID in the importing country incident thereto.

a. Such loans will be made to United States business firms (including cooperatives) and branches, subsidiaries, or affiliates of such firms for business development and trade expansion in the importing country including loans

for private home construction, and to United States firms and other firms doing business in the importing country (including cooperatives) for the establishment of facilities for aiding in the utilization, distribution, or otherwise increasing the consumption of, and markets for, United States agricultural products;

b. Loans will be mutually agreeable to AID and the Government of the importing country, acting through the Council for International Economic Cooperation and Development (hereinafter referred to as the CIECD). The Secretary General of the CIECD, or his designate, will act for the Government of the importing country, and the Administrator of AID, or his designate, will act for AID.

c. Upon receipt of an application that AID is prepared to consider, AID will inform the CIECD of the identity of the applicant, the nature of the proposed business, the amount of the proposed loan, and the general purposes for which the loan proceeds would be expended.

d. When AID is prepared to act favorably upon an application, it will so notify the CIECD and will indicate the interest rate and the repayment period which would be used under the proposed loan. The repayment period will be consistent with the purposes of the financing and the interest rate will be similar to that prevailing in the importing country on comparable loans, but the Government of the exporting country may establish a rate no less than

the rate it considers to be the cost of funds to the United States Treasury, taking into consideration the current average market yields on outstanding marketable obligations of the Government of the exporting country having a maturity comparable to the maturity of the loan.

e. Within sixty days after the receipt of the notice that AID is prepared to act favorably upon an application, the CIECD will indicate to AID whether or not the CIECD has any objection to the proposed loan. Unless within the sixty-day period AID has received such a communication from the CIECD, it shall be understood that the CIECD has no objection to the proposed loan. When AID approves or declines the proposed loan it will notify the CIECD.

f. If, because AID has not approved loans or because proposed loans have not been mutually agreeable to AID and the CIECD, agreements with a borrower are not reached for specific loans equal to the local currency available for section 104(e) purposes within three years from the date of this agreement or the amendment to this agreement that resulted in the availability of this local currency for section 104(e) purposes, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreements are not reached for the reasons stated above.

6. Any percentage of the local currency indicated for section 104(f) loan purposes shall be made available for loans

to the Government of the importing country under section 104(f) of the Act for financing such projects to promote multilateral trade and agricultural and other economic development, including projects not heretofore included in plans of the Government of the importing country, as may be mutually agreed.

a. The terms and conditions of the loan and other provisions will be set forth in a separate loan agreement.

b. The two Governments agree to give emphasis to projects to be financed under this loan that are designed to promote, increase, and improve food production, processing, distribution and marketing.

c. If agreement is not reached on the use of the local currency available for section 104(f) loan purposes within three years from the date of this agreement or the amendment to this agreement that resulted in the availability of this local currency for section 104(f) loans, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreement is not reached.

7. Any percentage of the local currency indicated for section 104(h) purposes shall be made available for financing programs emphasizing maternal welfare, child health and nutrition, and activities, where participation is voluntary, related to the problems of population growth as may be

mutually agreed under section 104(h) of the Act. If agreement is not reached on the use of the local currency available for section 104(h) purposes within three years from the date of this agreement or the amendment to this agreement that resulted in the availability of this local currency for section 104(h) purposes, the Government of the exporting country may make available for any purpose authorized by section 104 of the Act any of the local currency with respect to which such agreement is not reached.

8. Any percentage of the local currency indicated for United States expenditures may be made available by the Government of the exporting country for expenditure under any subsection of section 104 of the Act, except that this provision shall not result in an increase in the other percentages which are indicated for specific subsections of section 104 in Part II, item II under "Proportions of Local Currency Indicated for Specified Purposes". Such expenditures shall include, among others, those authorized by section 104(j) of the Act subject to any provisions relating thereto in Part II.

9. With respect to local currency the Government of the exporting country acquires under this agreement, and upon request of the Government of the exporting country, the Government of the importing country shall provide facilities for conversion of:

a. The following amounts of local currency into other non-United States dollar currencies:

(1) For purposes of section 104(b)(1) of the Act, the larger of the two following amounts:

(a) the local currency amount required to yield the United States dollar amount specified in Part II, or

(b) two per centum of the local currency accruing to the Government of the exporting country from sales made pursuant to this agreement and from payments of both principal and interest on section 104(f) loans, and

(2) For purposes of section 104(b)(2) of the Act, the local currency amount required to yield the United States dollar amount specified in Part II.

b. The following amounts of local currency into United States dollars at the applicable exchange rate in effect on the date of the request for conversion:

(1) For purposes of section 103(m)(1) of the Act, that portion of the currencies available for payment of United States obligations that is necessary to permit the Government of the United States of America or any of its agencies to meet their obligations or pay the charges they owe to the Government of the importing country or any of its agencies, and

(2) The local currency amount required to yield any additional United States dollar amount specified in Part II.

(乙)

(2) 以產生第二章規定美金數額所需之當地貨幣數額充作該法第—〇四節第

(b) 項(2) 款各項用途

(1) 以可以以用作償付美國債務之貨幣中許可美國政府或其任何機構償付債務或支付所欠進口國政府或其任何機構款項所需之部分充作農產貿易推進協助法第一〇三節(a)項(1)款各項用途。

(2) 產生第二章規定增加美金數額所需之當地貨幣數額。

應用以資助舉辦着重母性福利、兒童健康及營養，及有關人口增加問題志願參加之事業等項經雙方依照該法第一〇四節(j)項規定同意之計劃。倘在本協定簽訂或修正後三年內對於可以充作該法一〇四節(j)項各項用途之當地貨幣之使用未能獲致協議以致該項當地貨幣未能運用時，出口國政府得將該項未能獲致協議之當地貨幣用於該法第一〇四節所許可之任何目的。

八 出口國政府得以指定充作美國政府開支任何比率之當地貨幣充作農產貿易推進協助法第一〇四節任何一項之開支，惟此項規定不得引起該法第一〇四節第二段第二項「指定充作特別用途之當地貨幣比率」規定其他各項特別用途比率之增加。此類開支應包括，但不限於，該法第一〇四節(j)項所許可之開支，惟仍應適用第二段有關之規定。

九 對於出口國政府依照本協定所獲得之當地貨幣，進口國政府應於接到出口國政府請求時，供給下列兌換之便利：

(i) 以下列數額之當地貨幣兌成其他非美金之貨幣：

(ii) 以下列數額之當地貨幣兌成其他非美金之貨幣：

(a) 產生第二章規定美金數額所需之當地貨幣數額，或

(b) 出口國政府自本協定下產品之出售及一〇四節(j)項貸款本息之償付所獲得之當地貨幣百分之二，及

國際開發署核准或批駁貸款申請時，均將通知經合會。

(6) 倘因國際開發署未曾核准貸款或因國際開發署及經合會對貸款申請未能獲致協議，以致於本協定簽訂後或修正後三年內未能按照該法案一〇四節(e)

項下規定作為貸款用途之當地貨幣數額與借款人訂立特別貸款合約，因此項當地貨幣未能運用時，出口國政府得將該項未成立貸款合約之當地貨幣用於該法案第一〇四節所許可之任何目的。

六 指定充作農產貿易推進協助法第一〇四節(f)項各項用途任何比率之當地貨幣應作為貸予進口國政府該法第一〇四節(f)項下之貸款，以資助舉辦促進多邊貿易及農業與其他經濟發展等項經雙方同意之計劃，包括前此未經列入進口國政府方案之計劃。

(1) 該項貸款之條件及其他規定將另訂貸款協定予以規定。

(2) 双方政府同意對於該項貸款資助之計劃旨在促進、增加或改良糧食生產、加工、分配及銷售者予以重視。

(3) 倘在本協定簽訂後或修正後三年內對於可以充作該法一〇四節(f)項貸款之當地貨幣之使用未能獲致協議以致該項當地貨幣未能運用時，出口國政府得將該項未能獲致協議之當地貨幣用於該法案第一〇四節所許可之任何目的。

七 指定充作農產貿易推進協助法第一〇四節(f)項各項用途任何比率之當地貨幣

之用並用以因貸款而在進口國發生之行政費用。

(1) 此項貸款將貸予美國商業機構（包括合作社）及其在進口國境內之分行，支行或聯營行號在進口國發展業務及擴展貿易，包括民間住宅建築貸款，及貸予在進口國境內營業之美國及其他商家（包括合作社）以建立各種設施協助美國農產品之利用、分配或增加其消費量與市場。

(2) 此項貸款將由國際開發署及代表進口國政府之行政院國際經濟合作發展委員會（以下簡稱：經合會）雙方同意後為之。經合會秘書長或其指定人將代表進口國政府，國際開發署署長或其指定人將代表國際開發署。

(3) 國際開發署於收到擬予考慮之申請書時，將以申請人之名稱，所擬訂業務之性質；申請貸款之金額，以及貸款資金運用之一般目標通知經合會。

(4) 國際開發署如擬核准某一貸款申請案時，將通知經合會並說明該項貸款適用之利率及還款期限。該還款期限應與該項資助之目的相符，而該項利率則應與當時在進口國境內類似貸款之利率相似，惟出口國政府得考慮與該項貸款還款期限相似之原有市場放款當時平均利率訂定一項不低於美國國庫為獲得資金所需成本之利率。

(5) 經合會於收到國際開發署擬核准某一申請案之通知後六十日內，應表示其對該項貸款申請是否有反對之意見。除非國際開發署於六十日內收到經合會是項反對之通知，否則即認為經合會對該項貸款申請並無反對之意見。

美利堅合眾國政府 農產品出售協定有關當地貨幣之附件  
中華民國政府

以當地貨幣條件資助之農產品，其出售適用下列之規定：

- 一、須由美國籍船隻運輸之產品，其海運費用除本協定第一章第一條第六項所述之海運費差額外，餘額應由進口國政府準備以美金給付。
- 二、出口國政府所支產品之美金費用（不包括任何海運費用），減去向出口國政府以美金支付之首期付款後，餘額應由進口國政府於購買授權書及其適用之章程規定時間以等值之當地貨幣支付或促使支付予出口國政府。此項當地貨幣之等值應按照本協定第一章第三條七項規定適用之匯率在出口國政府開支美金費用之日有效者計算之。
- 三、出口國政府將決定以其何項款項支付本協定下行將到期或任何過去農產品協定下已到期或行將到期之任何當地貨幣退款。在自本協定生效之日起之兩年期間，應保存一項作為此類退款用之準備金。該準備金之任何動支，應視為出口國政府在本協定下所獲得當地貨幣總額之減少。
- 四、在本附件第三條準備金及還款之規定條件下，出口國政府從出售此類產品所獲得之當地貨幣，應由出口國政府依照其決定之使用方式及優先次序，並依照本協定第二章指定之用途及比率，予以使用。
- 五、指定充作農產貿易推進協助法第一〇四節(e)項各項用途任何比率之當地貨幣應由華盛頓國際開發署（以下簡稱「國際開發署」）作為一〇四節(e)項貸款

美利堅合衆國政府於終止之日起負之債務。  
本協定自簽字之日起生效。

本協定經雙方合法授權之代表簽字以昭信守。  
本協定用英文及中文各繕二份。

公曆一九六七年十二月十二日即中華民國五十六年十二月十二日訂於台北

美利堅合衆國政府代表：

中華民國政府代表：

  
魏道明

## (四) 自助辦法

章第(三)項規定一九六八會計年度之一五〇，〇〇〇包及一九六九會計年度之一五六，〇〇〇包外，以自備財源自美利堅合衆國進口與此項出口重量相等之原棉。

爲顧及農產貿易推進協助法第一〇三節(4)項及第一〇九節之規定，並鑑於中華民國在台灣農業生產及經濟發展各方面之成就，將以本協定項下產品出售所得之新台幣不超過百分五十之數額贈與中華民國政府補助其從事國際合作方案之用途。

- (1) 中華民國政府將從事與其他友邦之國際合作推行糧食生產及有關農業及其他農村發展方案，此項方案將着重糧食之生產、加工及分配。
- (2) 除依照本協定供給之新台幣外，中華民國政府將繼續提供爲支付此類計劃所需之外匯，並由其本國財源中供給新台幣二億五千萬元。
- (3) 計劃範圍：依照本協定贈與新台幣之其他條件，包括辦事業與美利堅合衆國政府及民間組織之援助計劃相互之關係，將由雙方政府另訂贈與協定規定之。

(一) 本協定得由任一方政府以終止通知致他方政府予以終止。此項終止將不減少第三章 最後規定

			煙葉	一九六八會計年度	一、三三五公噸，其中至少一、〇〇〇公噸應由美國進口。
			牛非食用油脂	一九六九會計年度	一、四三五公噸，其中至少一、一〇〇公噸應由美國進口。
			牛非食用油脂	一九六八會計年度	一〇、五〇〇公噸自美國進口。
			牛非食用油脂	一九六九會計年度	一一、〇〇〇公噸自美國進口。
		(4) 出口限制			
		(1) 出口限制期間：一九六八及一九六九會計年度或以後本協定項下購買之產品進口之任何期間。			
		(2) 本協定第一章第三條(一)項(3)款所稱相同或類似之產品，棉花係指棉花及棉紡織品，煙葉係指未經加工之美國煙葉，非食用牛油脂係指非供食用之牛油脂。			
		(3) 准許出口品			
產 品	准 許 出 口 之 數 量 或 條 件	准 許 出 口 之 期 間			
棉 紡 織 品	原 棉 含 量 每 會 計 年 度 等 於 一 七 六 、 一 九 六 八 及 一 九 六 九 會 計 〇〇〇〇包（淨重四八〇磅）。如超 過此項重量，中華民國政府應於下 一會計年度九月三十日以前，除本 每一年度。	一、九六八及一九六九會計 年度或以後本協定項下購 買之產品進口之任何期間			

棉 產 品 花 品 一 九 六 九 會 計 年 度	期 間 商 業 進 口 一 九 六 八 會 計 年 度	規 定 規 定	(二) 付 款 條 件		總 計	非 食 用 牛 油 脂	一 九 六 九 會 計 年 度	一 四 、 〇 〇 〇 公 噸
			當 地 貨 幣 條 件	(1) 以 美 金 支 付 之 首 期 付 款 — 百 分 之 一  (2) 指 定 作 特 別 用 途 之 當 地 貨 幣 百 分 比  (3) 美 利 堅 合 衆 國 之 開 支 — 百 分 之 五 十  (4) 兌 換 第 一 〇 四 節 (b) 項 第 一 〇 四 節 (b) 項				
				(2) 供應其他友邦之物資或勞務。				
			一七五〇、〇〇〇美元	一七五〇、〇〇〇美元				

(2) 如未維持單一匯率，適用之匯率應為滿足本節首句規定（雙方政府所同意）之匯率。

#### (八) 磋商

雙方政府將循對方要求，就有關本協定所引起之任何事項，包括根據本協定所作業務措施之任何事項，舉行磋商。

#### (九) 宣傳

進口國政府應採取在交貨以前互相同意之措施將食用產品在進口國內分配地點加以標誌，並依農產貿易推進協助法第一〇三節(1)項之規定予以宣傳。

#### 第二章 特別規定

##### (一) 產品表：

煙	棉	小計	年	度	約計最高數量	最高出 口市價 (單位：百萬美元)
花	花	一九六八會計年度	一〇〇、〇〇〇包	一一·五		
一九六八會計年度	一九六八會計年度	一九六八會計年度	三、〇〇〇公噸	六·〇		
一九六九會計年度	一九六九會計年度	一九六九會計年度	一〇、〇〇〇公噸	一·七		
一九六九會計年度	一九六九會計年度	一九六九會計年度	一一·五	一·二		
一九六九會計年度	一九六九會計年度	一九六九會計年度	一〇〇、〇〇〇包	二、三〇〇公噸		
一九六九會計年度	一九六九會計年度	一九六九會計年度	四·六			

(3) 為實行本條(一)節(2)(3)兩項規定所採措施之報告；

(4) 與本協定項下輸入產品相同或類似之進口及出口品按照產地及目的地編列之統計資料。

#### 四 協調及調整帳目之程序

雙方政府應各自訂定適當之程序，俾使每一曆年所交產品資助之金額記載得以便利協調。出口國之產品信用公司及進口國政府得於雙方同意時，在信用帳上作適當之調整。

#### 外交貨

##### 為實施本協定：

- (1) 交貨應視為係在運送人或其代表簽署之裝貨憑單所載裝船日期發生；
- (2) 進口應視為係在產品進入進口國並通過進口國海關之時發生；
- (3) 利用應視為係在產品在進口國內售與貿易商而在進口國內不加使用限制時或在進口國內另行分配予消費者之時發生。

#### 七 應適用之匯率

為實施本協定計，換算應給付出口國政府當地貨幣之數額適用之匯率對於出口國政府應不遲於在進口國內依法可以獲得之最高匯率，亦不遲於任何其他國家可以獲得之最高匯率。對於當地貨幣：

- (1) 在進口國政府維持一項單一匯率時，適用之匯率應為進口國政府中央金融

用曾經出口國政府特別核准者不在此限）。並

(3)採取一切可能之措施以防止在第二章出口限制表內規定之出口限制期間輸出與本協定資助之產品相同或類似之任何本國或外國產品（惟此類輸出曾在第二章內規定或經出口國政府另行特別核准者不在此限）。

#### （二）民間貿易

在實施本協定時，雙方政府應設法保證使民間貿易商得作有效經營之商業環境。

#### （三）自助

第二章說明進口國政府承諾改進其國際合作方案內之農產品生產、儲存及分配之程序。進口國政府應依照出口國政府請求之格式，及時間提供關於進口國政府實行此類自助辦法之進度表。

#### （四）報告

除雙方政府協議之任何其他報告外，進口國政府至少應在本協定項下購買產品之輸入或利用期間以及該期間結束後之第一季內按季提供下列各項報表：

- (1)下列關於收到本協定每批產品之資料：船隻名稱、到達日期、到達港口、收到之產品及數量、收到之情況、卸貨完畢日期、貨物之處理，即屯儲、就地分配或運往何處；
- (2)履行正常市場交易之進度報告；

在台灣銀行所立之美利堅合衆國政府帳戶，而美利堅合衆國政府將從台灣銀行提出此種款項轉存美利堅合衆國在選定之銀行所立之有息帳戶，其數額以此項有息帳戶所存餘額在任何時間不超過新台幣六億元為度。

(2) 美金付款除由兩國政府另行協議付款辦法外，應匯交華盛頓特區二〇二五〇，美利堅合衆國農業部，產品信用公司財務長。

### 第三條

#### 世界貿易

雙方政府應採取合理之預防措施，以保證本協定項下農產品之出售不致排斥出口國對此項產品之正常交易，或過份擾亂農產品之世界市價或與出口國政府認為友好之國家（簡稱友邦）間商業貿易之正常型態。在執行此項規定時，進口國政府應：

- (1) 保證在第二章所列正常市場交易表規定之每期進口期間以及以後本協定資助之產品每次相若之交貨期間內，以進口國財源自出口國及其他友邦輸入之產品總值至少等於該表規定之農產品數量。為滿足每期進口期間此類正常市場交易所需要進口之產品，應在本協定資助之購買以外。
- (2) 採取一切可能之措施以防止依照本協定購買之農產品重行出售，中途轉向，轉運或其他國家，或移作本國以外用途（惟再出售，中途轉向，轉運或移

(iv) 在包定美國籍船隻之順位以備裝載須由美國籍船隻運輸之產品以後，進口國政府或其核定之購買人應迅速、無論如何不得遲於船隻準備裝貨之時，按照該項產品估計所需之海運費開立美元信用狀。

(v) 倘任何一方政府決定，本協定項下產品之資助、出售或交貨已因情況之變遷，而無需或不願予以繼續時，該政府得終止該項資助、出售及交貨。

## 第二條

### (一) 首期付款

進口國政府應支付或促使支付本協定第二章之規定首期付款。此項付款之數額應為購價之一部份（除其中可能包含之海運費用外）而與第二節規定之首期付款百分數相等者，並應依照可適用之購買授權書以美元支付。

### (二) 資助方式

第二章規定產品之出售應依照該章指定之資助方式予以資助，而此項出售之特別規定，亦在第二章及附件中可適用之條款內載明。

### (三) 付款之存入

進口國政府應依照本協定內所規定之貨幣、金額及匯率向出口國政府依以下規定付款或促使付款：

- (1) 以進口國貨幣（以下簡稱當地貨幣）支付之款項應存入美利堅合眾國政府

- (1) 須由出口國政府簽發購買授權書，並由進口國政府予以接受；及  
 (2) 規定之產品須為在出口時可以供應者。

(三) 購買授權書之申請須於本協定生效日起九十日內為之，而關於依照本協定之任何補充協定所規定之任何增添產品或產品增加數量之購買授權書，其申請須於該項補充協定生效日起九十日內為之。購買授權書將載明有關產品之出售與交貨以及其他有關事項。

(四) 除經出口國政府授權外，依照本協定出售各項產品之交貨應在本協定第二章產品表內規定之供應期限內為之。

(五) 本協定規定各種資助方式之購買授權書所列每種產品總量之價值不得超過本協定第二章規定各該產品及資助方式之最高出口市價。出口國政府對於每種規定資助方式購買授權書所列每種產品之總值得於價格下跌或其他市場因素需要時予以限制，俾使按照每種規定資助方式出售此類產品之數量不致大量超過本協定第二章規定可以適用之約計最高量。

(六) 出口國政府規定須由美國籍船隻運輸之物資（約為依照本協定出售之產品重量之百分之五十），其海運費之差額應由出口國政府負擔。該項海運費之差額應為由於須用美國籍船隻運輸之規定海運費用（較其他國籍船隻）必須增高之數額，其確數由出口國政府決定。進口國政府對於出口國政府負擔之該項海運費差額應不負責還出口國政府或繳存進口國當地貨幣之資。

美利堅合衆國政府與中華民國政府

鑑於美利堅合衆國（以下簡稱出口國）與中華民國（以下簡稱進口國）及其他友邦間之農產品貿易，應循不排斥出口國對此類產品之通常交易，或不過份擾亂農產品之世界市價或與各友邦間商業貿易之正常型態之方式，予以擴展；  
 注及開發中國家以自力自助俾獲進一步之自立，包括應付糧食生產及人口增加等項問題所作之努力所具之重要性；

鑑於出口國之政策為利用其農業生產力以鼓勵開發中國家改良本身之農業生產，並協助各該國發展經濟，包括農業糧食產品之生產、儲存及分配；並願就依據業經修正之農產貿易推進協助法案（以下簡稱該法案）第一章以農產品售予進口國政府一事之了解，並就雙方政府為促進上述各項政策而各別或共同採取之措施，予以規定；

茲議定條款如下：

第一章 一般規定

第一條

- (一) 出口國政府承諾，依照本協定規定之各項條件，包括構成本協定一部分之附件中可適用之條款在內，資助將農產品售予經進口國政府核定之購買人。
- (二) 本協定第二章列舉各項農產品之資助以下列情形為限：

中華民國政府  
美利堅合衆國政府

農產品出售協定

AGREEMENT BETWEEN THE GOVERNMENT OF  
THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF  
THE REPUBLIC OF CHINA  
ON THE USE OF CERTAIN UNITED STATES  
GOVERNMENT-OWNED NEW TAIWAN DOLLARS  
TO ACCRUE UNDER TITLE I OF THE  
AGRICULTURAL TRADE DEVELOPMENT AND  
ASSISTANCE ACT OF 1954, AS AMENDED

**CHINA**

Agricultural Commodities: Grant of Certain  
Title I Funds to Supplement the Government  
of the Republic of China's International  
Cooperation Programs

Agreement signed at Taipei December 12, 1967  
Entered into force December 12, 1967

Agreement Between the Government of the United States of America and the Government of the Republic of China On the Use of Certain United States Government-owned New Taiwan Dollars to Accrue Under Title I of the Agricultural Trade Development and Assistance Act of 1954, as Amended.

The Government of the United States of America and the Government of the Republic of China:

Recognizing that approximately One and One-Half Billion New Taiwan Dollars owned by the United States of America will accrue under the Agricultural Commodity Agreement of December 12, 1967;[<sup>1</sup>]

Considering that the intention of both countries in said Agreement was that up to fifty percent of such New Taiwan Dollars be used by the Government of the Republic of China to supplement its international cooperation programs; and

Desiring to set forth understandings and procedures which will govern the use of such New Taiwan Dollars:

Have agreed as follows:

**ARTICLE I**

The Government of the United States, subject to the terms of this Agreement, will grant to the Government of the Republic of China up to 750,000,000 New Taiwan Dollars, but in no event more than fifty percent of the New Taiwan Dollars, accruing under the Agricultural Commodity Agreement of December 12, 1967.

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<sup>1</sup> *Ante*, p. 3015.

These funds will be disbursed at least quarterly to the Government of the Republic of China for deposit pursuant to Article VIII herein, as necessary for expenditures on projects previously agreed upon by the Government of the United States and the Government of the Republic of China pursuant to Article VI herein. In implementing programs hereunder, the Government of the Republic of China will give appropriate recognition to this contribution of the Government of the United States in a manner acceptable to both Governments.

#### ARTICLE II

The Government of the Republic of China agrees to use the New Taiwan Dollars granted under this Agreement solely for its international cooperation programs. These programs in developing friendly countries will emphasize self-help measures and technical cooperation in areas of increased food production, processing, distribution, and related programs.

#### ARTICLE III

The Government of the United States and the Government of the Republic of China agree to the location in Taipei by the Government of the United States of a United States Coordinator. The functions of the United States Coordinator will be to discuss with the Government of the Republic of China the use of these funds to ensure its coordination with the United States War on Hunger Program and other international cooperation programs in the cooperating countries and to agree with the Government of the Republic of China as set forth in Article VI.

#### ARTICLE IV

In planning projects, the Government of the Republic of China will take into consideration: (a) the self-help measures

of the cooperating countries; (b) other similar projects in the cooperating countries; and (c) the development priorities of the cooperating countries.

#### ARTICLE V

The Government of the Republic of China will provide from its own resources 250 million New Taiwan Dollars for this program, and will continue to furnish the foreign exchange necessary for this program. These funds are to be in addition to the New Taiwan Dollars granted by the Government of the United States under the terms of this Agreement.

#### ARTICLE VI

The Government of the Republic of China will be responsible for administration and implementation of the program. The proposals of the Government of the Republic of China as to the cooperating countries, the projects to be undertaken in those countries, and the scope and emphasis of the program, including the relationship of the proposed activities to the programs of the United States Government and private organizations of the United States in those countries, will be agreed on with the Government of the United States prior to implementation of such proposals by the Government of the Republic of China.

#### ARTICLE VII

The Government of the United States and the Government of the Republic of China will consult, upon the request of either, regarding any matter relating to this Agreement.

#### ARTICLE VIII

The Government of the Republic of China will establish a special account in the Central Bank of China or the Bank of Taiwan in the name of the Government of the Republic of China (hereinafter called the "Exchange of Resources Special Account") in which will be deposited the funds granted pursuant to this Agreement. Expenditures may be made from this Exchange of Resources Special Account by the Government of the Republic

of China for any program or project mutually agreed on by the two Governments in accordance with Article VI. Any unencumbered balance remaining in this account three years from the date of last delivery of commodities provided pursuant to the Agricultural Commodity Agreement of December 12, 1967, shall, unless the United States elects otherwise, revert to the Government of the United States and will be available to it for any United States uses.

#### ARTICLE IX

1. The Government of the Republic of China will communicate to the Government of the United States of America in a form and at intervals to be indicated by the latter after consultation with the Government of the Republic of China:

a. Detailed information regarding projects and programs funded under this Agreement or otherwise related thereto;

b. Full statements of operations under this Agreement, including a statement of the use of funds received hereunder, such statements to be made every six months; and,

c. Any other relevant information which the Government of the United States may need to determine the nature and scope of operations, and to evaluate the effectiveness of the programs by the Government of the Republic of China with funds granted by this Agreement.

2. Upon request by the Government of the United States, the Government of the Republic of China will facilitate visits, at appropriate times, to the projects carried out under this grant by authorized representatives of the Government of the United States.

#### ARTICLE X

Upon request by the Government of the United States, the Government of the Republic of China will promptly redeposit in the Exchange of Resources Special Account from its own local currency resources, other than those provided under this grant, the entire amount (or such lesser amount as may be requested) that the Government of the United States determines has not been expended in accordance with the terms of this Agreement. Any such amounts not redeposited prior to closing of the Exchange of Resources Special Account under Article VIII, and any amounts so requested subsequent to such time, shall be refunded directly to the Government of the United States and be available to it for any United States uses.

#### ARTICLE XI

In the administration of the Exchange of Resources Special Account, the Government of the Republic of China will arrange that adequate audits are conducted or other controls are exercised to assure that approved activities are carried out, and objectives reached, in a manner consistent with these arrangements. The Government of the United States of America shall have the right to conduct end-use checks and independent audits with respect to the utilization of the Exchange of Resources Special Account.

#### ARTICLE XII

This Agreement shall enter into force upon signature.  
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

Done in duplicate in the English and Chinese languages, at  
Taipei this twelfth day of December, 1967, corresponding to the  
twelfth day of the twelfth month of the fifty-sixth year of the  
Republic of China.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF CHINA.

William P. Driscoll

[SEAL]

  
W.P.D.  
12/12/67

[SEAL]

本協定經雙方合法授權之代表簽字以昭信守。

公曆一九六七年十二月十二日即中華民國五十六年十二月十二日訂於台北

美利堅合衆國政府代表：

中華民國政府代表：

魏道明 *Walter P. McFomby*

## 第十條

經美利堅合衆國政府請求時，中華民國政府將以經美利堅合衆國政府斷定為未經依照本協定條件使用之全部金額（或可能要求較少之金額）從本計劃贈款以外自籌之當地貨幣財源中立即重行存入資源交換特別帳戶。在依照第八條之規定結束資源交換特別帳戶以前未經重行存入之此類款項以及結束以後經如此要求之任何款項應直接歸還美利堅合衆國政府以備充作美利堅合衆國政府任何用途。

## 第十一條

中華民國政府對資源交換特別帳戶之行政將作適當之審計，並實施其他管制，藉以保證經核准計劃之實施與目的之達成與其原安排相符合。美利堅合衆國政府對於資源交換特別帳戶款項之運用應有權作最終用途調查及單獨審計。

## 第十二條

本協定自簽字之日起生效。

一次交貨之日起，屆滿三年後該帳戶上未指定用途之餘額，除經美利堅合衆國政府另行決定外，應歸還美利堅合衆國政府以備充作美利堅合衆國政府任何用途。

### 第九條

一、中華民國政府將按照美利堅合衆國政府與中華民國政府磋商後所定之方式及期限向美利堅合衆國政府提供下列各項資料：

甲、有關本協定資助或其他與本協定有關之各項計劃及方案之詳細資料；

乙、關於本協定所辦各項業務之詳細報表，包括根據本協定所收款項之用途表在內，此項報表每六個月須編送一次；

丙、美利堅合衆國政府可能需要據以決定業務性質及範圍，並評估中華民國政府使用本協定贈款所辦方案之效果之任何其他有關資料。

二、經美利堅合衆國政府請求時，中華民國政府將在適當時間對美利堅合衆國政府所派代表觀察本協定贈款項下各項計劃之執行予以便利。

## 第五條

中華民國政府將由自籌之財源中提撥新台幣二億五千萬元供本方案之用，並將繼續供應本方案所需之外匯。上述款項須在美利堅合衆國根據本協定條件贈予之新台幣以外另行提供。

## 第六條

中華民國政府將負責本方案之行政及執行。中華民國政府所建議有關合作之國家，在各該國擬辦之計劃及方案之範圍與重點，包括擬辦工作與美利堅合衆國政府及民間團體在各該國所辦各種計劃之關係在內，須由中華民國政府於執行前取得美利堅合衆國政府之同意。

## 第七條

美利堅合衆國政府及中華民國政府對有關本協定之任何事項，經任何一方提出請求時，將予磋商。

## 第八條

中華民國政府將在中央銀行或台灣銀行以中華民國政府名義開立特別帳戶（以下稱為資源交換特別帳戶），以備存儲根據本協定所贈之款項。中華民國政府得由此項資源交換特別帳戶支款充作雙方政府依照本協定第六條互相同意之任何方案或計劃之用。自依照一九六七年十二月十二日農產品協定規定最後

款贈與中華民國政府，但無論任何情形不超過根據一九六七年十二月十二日農產品協定所獲新台幣之五〇%。此項贈款至少按季按照雙方政府原先依照本協定第六條協議各項計劃所需之開支提交中華民國政府，並依照本協定第八條予以存儲。中華民國政府於執行本協定下各項方案時應按雙方政府均可接受之方式對美利堅合衆國政府此項貢獻加以適當之承認。

## 第二條

中華民國政府同意以根據本協定贈予之新台幣專用於其國際經濟合作方案，在開發中友邦舉辦之此項方案將着重自助措施，以及糧食生產、加工、分配暨有關各項方案之技術合作。

## 第三條

美利堅合衆國政府及中華民國政府同意由美利堅合衆國政府指派美國協調官一人駐於台北，其職務將為與中華民國政府商討此項贈款之用途，以確定其用途與美利堅合衆國對抗飢餓方案以及在合作國家中舉辦之其他國際合作方案相協調，並依照本協定第六條之規定與中華民國政府成立協議。

## 第四條

中華民國政府於擬訂計劃時應就下列各點加以考慮：(1) 合作國之自助措施。(2) 合作國之其他類似計劃。(3) 合作國開發計劃之優先次序。

## 贈款協定

農產品物資：由第一章基金項下提撥贈款以補助中華民國

## 之國際經濟合作方案

中華民國五十六年十二月十二日簽訂於台北

美利堅合衆國政府與中華民國政府為運用業經修正之一九五四年農產貿易推進協助法案第一章項下美國所有新台幣價款之協定。

美利堅合衆國政府與中華民國政府：

鑑於美利堅合衆國政府根據一九六七年十二月十二日所簽農產品協定約可獲得新台幣十五億元；

鑑於該項協定中雙方政府立意以該項新台幣之五〇%補助中華民國政府從事國際經濟合作方案之用途；

並願就有關使用此項新台幣之了解與程序予以規定；

茲議定條款如下：

## 第一條

美利堅合衆國政府將根據本協定之條件，以不超過新台幣七億五千萬元之贈

# DEMOCRATIC REPUBLIC OF THE CONGO

## Agricultural Commodities

*Agreement signed at Kinshasa December 11, 1967;  
Entered into force December 11, 1967.*

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### AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE CONGO FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Congo have agreed to the sales of agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III and the Dollar Credit Annex of the Agreement signed March 15, 1967,<sup>[1]</sup> together with the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. Commodity Table:

Commodity	Supply Period (United States FY)	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Wheat flour	1968	48,000 Metric tons	\$ 4,780
Cotton, upland	1968	19,000 Bales	2,160
Tobacco, Unmanu- factured	1968	3,000 Metric tons	5,290
Ocean transportation (estimated)			1,160
		Total	\$13,390

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<sup>1</sup> TIAS 6329; *ante*, p. 1826.

**ITEM II. Payment Terms:****Dollar Credit**

1. Initial payment - none
2. Number of installment payments - 19
3. Amount of each installment payment - first, \$100,000; balance in 18 approximately equal annual amounts
4. Due date of first installment payment - two years after date of last delivery of commodities in each calendar year
5. Initial interest rate - 1 percent
6. Continuing interest rate - 2½ percent

**ITEM III. Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u> (United States FY)	<u>Usual Marketing Requirements</u>
Wheat and/or wheat flour	1968	8,000 Metric tons
Cotton, upland	1968	None
Tobacco, unmanufactured	1968	1,300 Metric tons (of which at least 275 shall be imported from the United States of America)

**ITEM IV. Export Limitations:**

- A. With respect to each commodity financed under this agreement the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which said commodities are imported or utilized, whichever is later.
- B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like the commodities financed under this agreement are: for wheat flour - wheat and wheat products; for upland cotton - raw cotton and cotton textiles; and for unmanufactured tobacco - unmanufactured tobacco.

**ITEM V. Self-Help Measures:**

The Agreement signed March 15, 1967 contains a description of the programs related to the production of food which are being initiated or planned by the Government of the Democratic Republic of the Congo. The Government of the Democratic Republic of the Congo continues to accord high priority to the execution of these programs. In addition, the Government of the Democratic Republic of the Congo agrees to strengthen systems of collection, computation, and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities.

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

Proceeds accruing to the importing country from the sale of commodities financed on dollar credit terms shall be used for:

1. The self-help measures described in Item V of Part II of the March Agreement, as well as Item V above, and
2. Such other economic development purposes as may be agreed upon by the two Governments.

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

DONE at Kinshasa, in duplicate, this 11th day of December 1967.

FOR THE GOVERNMENT  
OF THE UNITED STATES  
OF AMERICA

RALPH J McGuire

Ralph J. McGuire  
*Charge d'Affaires Ad Interim*

FOR THE GOVERNMENT OF  
THE DEMOCRATIC REPUBLIC  
OF THE CONGO

JUSTIN BOMBOKO

Justin Bomboko,  
*Minister of Foreign Affairs*

[SEAL]

[SEAL]

**REPUBLIQUE DEMOCRATIQUE DU CONGO**

**ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS  
D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE  
DEMOCRATIQUE DU CONGO POUR LES VENTES DE  
PRODUITS AGRICOLES**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique du Congo ont conclu un Accord pour les ventes de produits agricoles spécifiés ci-dessous. Cet accord est constitué par le Préambule, Parties I et III et l'Accord Annexe du Crédit en dollars signés le 15 mars 1967, ainsi que par la Partie II comme suit:

**IIème PARTIE – DISPOSITIONS PARTICULIERES**

**POINT I. Tableau des Produits**

<u>Produit</u>	<u>Période d'offre (United States Fiscal year)</u>	<u>Quantité maximum approximative</u>	<u>Valeur maximum sur le marché d'exportation \$000</u>
Farine de blé	1968	48.000 tonnes métriques	\$ 4. 780
Coton, upland	1968	19.000 balles	2. 160
Tabac non manu- facturé	1968	3.000 tonnes métriques	5. 290
Transport maritime (estimé)			1. 160
		Total	\$13. 390

**POINT II. Modalités de paiement**

1. Paiement initial – aucun
2. Nombre de versements – 19
3. Montant de chaque versement – Premier \$100.000. Balance en 18 versements annuels approximativement égaux.
4. Date d'échéance du premier versement – deux ans après la date de la dernière livraison durant chaque année calendrier.
5. Taux d'intérêt initial – 1 pour cent.
6. Taux d'intérêt définitif – 2½ pour cent.

**POINT III. Tableau des marchés habituels**

<u>Produit</u>	<u>Période d'importation</u> (U.S. Fiscal Year)	<u>Obligations relatives aux marchés habituels</u>
Blé et/ou farine de blé	1968	8.000 tonnes métriques
Coton, upland	1968	Néant
Tabac, non manufacturé	1968	1.300 tonnes métriques (dont au moins 275 seront importées des Etats-Unis d'Amérique)

**POINT IV. Limitations des importations**

A. En ce qui concerne chaque marchandise financée d'après cet accord, la période de limitation d'exportation pour des marchandises identiques ou similaires sera la période commençant à la date de cet accord et se terminant à la date finale à laquelle les dites marchandises sont importées ou utilisées, quelque soit la date la plus tardive.

B. Aux fins d'application de l'Article III A 3, 1ère Partie du présent accord, les produits considérés comme étant identiques ou similaires aux produits importés aux termes du présent accord sont: farine de blé — blé ou produits dérivés du blé, coton upland — coton brut et textiles de coton, tabac non manufacturé.

**POINT V. Mesures d'auto-assistance**

L'accord signé le 15 mars 1967 contient une description des programmes relatifs à la production de produits alimentaires qui sont entrepris ou prévus par le Gouvernement de la République Démocratique du Congo. Le Gouvernement de la République Démocratique du Congo continue à accorder la plus haute priorité à l'exécution de ces programmes. De plus le Gouvernement de la République Démocratique du Congo a convenu de développer les systèmes de collection, d'ordination et d'analyses de statistiques afin de mieux se rendre compte de la disponibilité de tous les facteurs qui influent le secteur agricole et les progrès vers l'expansion de la production des produits agricoles.

**POINT VI. Développement économique aux fins duquel le produit des ventes revenant au pays importateur doit être affecté**

Le produit des ventes des marchandises financées aux termes du crédit en dollars et revenant au pays importateur sera utilisé pour:

1. Les mesures d'auto-assistance décrites dans la Partie II du POINT V de l'accord de mars, aussi bien que dans le POINT V ci-dessus, et

2. Pour d'autres buts de développement économique étant agréés à la fois par les deux Gouvernements.

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

FAIT à Kinshasa en double exemplaire, le 11<sup>ème</sup> jour de Décembre 1967.

POUR LE GOUVERNEMENT DES  
ETATS-UNIS D'AMERIQUE

RALPH J McGuIRE

[SEAL]

POUR LE GOUVERNEMENT  
DE LA REPUBLIQUE  
DEMOCRATIQUE DU CONGO

JUSTIN BOMBOKO

[SEAL]

**GHANA**  
**Agricultural Commodities**

*Agreement amending the agreement of March 3, 1967, as amended.  
Effectuated by exchange of notes  
Signed at Accra December 18, 1967;  
Entered into force December 18, 1967.*

*The American Ambassador to the Ghanaian Member, National Liberation Council and Commissioner for Finance*

EMBASSY OF THE  
UNITED STATES OF AMERICA  
*Accra, December 18, 1967*

MR. COMMISSIONER:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments signed on March 3, 1967 and amended April 6, 1967 [<sup>1</sup>] and to propose that Part II of the Agreement be further amended as follows:

1. Item I: in the appropriate columns increase the dollar amount for rice to \$3,792,000 and increase the total value of the Agreement from \$7,017,000 to \$7,760,000.
2. Item II 2 a: substitute \$155,200 for \$140,340.
3. Item II 2 b: substitute \$77,600 for \$65,000.

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

Accept, Mr. Commissioner, the renewed assurances of my highest consideration.

FRANKLIN H. WILLIAMS  
Franklin H. Williams  
*Ambassador of the United States of America*

Brigadier A. A. AFRIFA  
*Member, National Liberation Council and  
Commissioner for Finance,  
Accra.*

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<sup>1</sup> TIAS 6245; *ante*, p. 369.

*The Ghanaian Member, National Liberation Council and Commissioner for Finance to the American Ambassador*

ACCRA, December 18, 1967.

EXCELLENCY:

I have the honour to acknowledge the receipt of your note of December 18, 1967 which reads as follows:-

"I have the honour to refer to the Agricultural Commodities Agreement between our two Governments signed on March 3, 1967 and amended April 6, 1967 and to propose that Part II of the Agreement be further amended as follows:

1. Item I: in the appropriate columns increase the dollar amount for rice to \$3,792,000 and increase the total value of the Agreement from \$7,017,000 to \$7,760,000.
2. Item II 2 a: substitute \$155,200 for \$140,340.
3. Item II 2 b: substitute \$77,600 for \$65,000.

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

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

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

A. A. AFRIFA / Brig

Brigadier A.A. Afrifa  
Member, National Liberation Council  
and  
Commissioner for Finance

His Excellency

FRANKLIN H. WILLIAMS,  
U.S. Ambassador to Ghana,  
Accra.

## GRENADA

### Peace Corps

*Agreement effected by exchange of notes*

*Signed at Bridgetown, Barbados, December 19, 1966, and at  
Grenada December 16, 1967;  
Entered into force December 16, 1967.*

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*The American Chargé d'Affaires to the Administrator, Grenada*

No. 6

BRIDGETOWN, December 19, 1966

YOUR HONOR:

I have the honor to refer to recent conversations between representatives of our two governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Grenada.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Grenada and approved by the Government of the United States to perform mutually agreed tasks in Grenada. The Volunteers will work under the immediate supervision of governmental or private organizations in Grenada designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Grenada will bear such share of the costs of the Peace Corps program incurred in Grenada as our two governments may agree should be contributed by it.

2. The Government of Grenada will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favorable than that accorded generally to nationals of the United States residing in Grenada; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Grenada will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Grenada, from all customs duties or other charges on their personal property introduced into Grenada for their own use at or about the time of their arrival, and from all other taxes or other

charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Grenada will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Grenada by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Grenada will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organizations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Grenada. The Government of Grenada will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Grenada, and from all other taxes or other charges (including immigration fees) except license fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Grenada will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Grenada for their own use as is accorded personnel of comparable rank or grade of the Consulate General of the United States. The Government of Grenada will accord personnel of the United States private organizations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Grenada for their own use as is accorded Volunteers hereunder.

5. The Government of Grenada will exempt from investment and deposit requirements and currency controls all funds introduced into Grenada for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Grenada at the highest rate which is not unlawful in Grenada.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programs in Grenada as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

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

Government's note and shall remain in force until ninety days after the date of the written notification from either government to the other of intention to terminate it.

Accept, Your Honor, the renewed assurance of my highest consideration.

GEORGE DOLGIN

His Honor

Mr. I. G. TURBOTT  
*Administrator*  
*Grenada*

*The Premier of Grenada to the American Chargé d'Affaires*

OFFICE OF THE PREMIER  
GRENADA

16th DECEMBER, 1967.

SIR:

I have the honour to refer to recent conversations between representatives of our two governments and to propose the following understandings with respect to the men and women of the United States of America who volunteer to serve in the Peace Corps and who, at the request of your Government, would live and work for periods of time in Grenada.

1. The Government of the United States will furnish such Peace Corps Volunteers as may be requested by the Government of Grenada and approved by the Government of the United States to perform mutually agreed tasks in Grenada. The Volunteers will work under the immediate supervision of governmental or private organizations in Grenada designated by our two governments. The Government of the United States will provide training to enable the Volunteers to perform more effectively their agreed tasks. The Government of Grenada will bear such share of the costs of the Peace Corps programme incurred in Grenada as our two governments may agree should be contributed by it.

2. The Government of Grenada will accord equitable treatment to the Volunteers and their property; afford them full aid and protection, including treatment no less favourable than that accorded generally to nationals of the United States residing in Grenada; and fully inform, consult and cooperate with representatives of the Government of the United States with respect to all matters concerning them. The Government of Grenada will exempt the Volunteers from all taxes on payments which they receive to defray their living costs and on income from sources outside Grenada, from all customs duties or other charges on their personal property introduced into Grenada for their own use

at or about the time of their arrival, and from all other taxes or other charges (including immigration fees) except licence fees and taxes or other charges included in the prices of equipment, supplies and services.

3. The Government of the United States will provide the Volunteers with such limited amounts of equipment and supplies as our two governments may agree should be provided by it to enable the Volunteers to perform their tasks effectively. The Government of Grenada will exempt from all taxes, customs duties and other charges, all equipment and supplies introduced into or acquired in Grenada by the Government of the United States, or any contractor financed by it, for use hereunder.

4. To enable the Government of the United States to discharge its responsibilities under this agreement, the Government of Grenada will receive a representative of the Peace Corps and such staff of the representative and such personnel of United States private organisations performing functions hereunder under contract with the Government of the United States as are acceptable to the Government of Grenada. The Government of Grenada will exempt such persons from all taxes on income derived from their Peace Corps work or sources outside Grenada, and from all other taxes or other charges (including immigration fees) except licence fees and taxes or other charges included in the prices of equipment, supplies and services. The Government of Grenada will accord the Peace Corps Representative and his staff the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Grenada for their own use as is accorded personnel of comparable rank or grade of the Consulate General of the United States. The Government of Grenada will accord personnel of the United States private organisations under contract with the Government of the United States the same treatment with respect to the payment of customs duties or other charges on personal property introduced into Grenada for their own use as is accorded Volunteers hereunder.

5. The Government of Grenada will exempt from investment and deposit requirements and currency controls all funds introduced into Grenada for use hereunder by the Government of the United States or contractors financed by it. Such funds shall be convertible into currency of Grenada at the highest rate which is not unlawful in Grenada.

6. Appropriate representatives of our two governments may make from time to time such arrangements with respect to Peace Corps Volunteers and Peace Corps programmes in Grenada as appear necessary or desirable for the purpose of implementing this agreement. The undertakings of each government herein are subject to the availability of funds and to the applicable laws of that government.

I have the further honour to propose that, if these understandings, are acceptable to your government, this note and your government's

reply note concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of your government's note and shall remain in force until ninety days after the date of the written notification from either Government to the other of intention to terminate it.

Accept, Sir, the renewed assurance of my highest consideration.  
Yours sincerely,

E M GAIRY

*Premier.*

Mr. CHARLES P. TORREY,  
*Charge d'Affaires,*  
*Embassy of the United States of America,*  
*Bridgetown,*  
*Barbados.*

REPUBLIC OF KOREA  
Trade in Cotton Textiles

*Agreement effected by exchange of notes  
Signed at Washington December 11, 1967;  
Entered into force December 11, 1967.*

*The Acting Secretary of State to the Ambassador of the Republic of Korea*

DEPARTMENT OF STATE  
WASHINGTON  
December 11, 1967

EXCELLENCY:

I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol [¹] to extend through September 30, 1970 the Long-Term Arrangement regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962 [²] (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the agreement between our two Governments concerning exports of cotton textiles from the Republic of Korea to the United States effected by an exchange of notes dated January 26, 1965, as amended. [³] I confirm on behalf of my Government, the understanding that, as of January 1, 1967, the following agreement supersedes the 1965 agreement, as amended, except for the exchange of letters dated November 22, 1966 [⁴] concerning amounts of cotton textiles exported between January 1, 1966 and April 1, 1967 that are not charged against the limitations in the agreement. This agreement is based on our understanding that the above-mentioned Protocol entered into force for our two Governments on October 1, 1967.

1. The purpose of this agreement is to provide for the orderly development of trade in cotton textiles between the Republic of Korea and the United States of America.

2. The agreement shall extend through December 31, 1970. During the term of the agreement, the Government of the Republic of Korea shall limit annual exports of cotton textiles to the United States to

<sup>1</sup> TIAS 6289; *ante*, p. 1337.

<sup>2</sup> TIAS 5240; 13 UST 2672.

<sup>3</sup> TIAS 5751, 6152; 16 UST 10; 17 UST 2165.

<sup>4</sup> TIAS 6152; 17 UST 2165.

aggregate, group and specific limits at the levels specified in the following paragraphs. It is noted that these levels reflect a special adjustment for the first agreement year. The levels set forth in paragraphs 3, 4 and 5 for the second agreement year are 5 percent higher than the limits for the preceding year without this special adjustment; thus the growth factor provided for in paragraph 10 has already been applied in arriving at these levels for the second agreement year.

3. For the first agreement year, constituting the 12-month period beginning January 1, 1967, the aggregate limit shall be 32,216,250 square yards equivalent. For the second agreement year, the aggregate limit shall be 35,070,000 square yards equivalent.

4. Within the aggregate limit, the following group limits shall apply for the first and second agreement years, respectively:

	Square Yards Equivalent	
	First Agreement Year	Second Agreement Year
Group I (Categories 1-38 and 64)	22, 882, 500	24, 896, 812
Group II (Categories 39-63)	9, 333, 750	10, 173, 188

5. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first and second agreement years:

#### Group I

<u>Category</u>	<u>First Agreement Year</u>	<u>Second Agreement Year</u>
7	500, 000 syds.	525, 000 syds.
9	2, 426, 250 syds.	2, 625, 000 syds.
18/19	1, 838, 438 syds.	1, 995, 000 syds.
22	743, 001 syds.	840, 000 syds.
26 (other than duck)	919, 219 syds.	997, 500 syds.
26 (duck)	10, 937, 344 syds.	11, 550, 000 syds.
31 (wiping cloths)	950, 866 pcs. (330, 901 syds.)	998, 550 pcs. (347, 495 syds.)
34	88, 977 pcs. (551, 657 syds.)	93, 450 pcs. (579, 390 syds.)
64A (Tablecloths & Napkins)	443, 353 lbs. (2, 039, 424 syds.)	479, 850 lbs. (2, 207, 310 syds.)
64B (Zipper Tapes)	55, 781 lbs. (256, 592 syds.)	58, 800 lbs. (270, 480 syds.)

Group II

<u>Category</u>	<u>First Agreement Year</u>	<u>Second Agreement Year</u>
	<u>Unit</u>	<u>Unit</u>
45	29, 804 doz. (661, 232 syds.)	31, 500 doz. (698, 859 syds.)
46	23, 788 doz. (581, 783 syds.)	25, 200 doz. (616, 316 syds.)
49	22, 885 doz. (743, 763 syds.)	26, 250 doz. (853, 125 syds.)
50	41, 974 doz. (747, 011 syds.)	44, 100 doz. (784, 848 syds.)
51	56, 807 doz. (1, 010, 994 syds.)	59, 850 doz. (1, 065, 150 syds.)
52	29, 391 doz. (427, 051 syds.)	31, 500 doz. (457, 695 syds.)
54	42, 019 doz. (1, 050, 475 syds.)	47, 250 doz. (1, 181, 250 syds.)
60	25, 013 doz. (1, 299, 675 syds.)	27, 300 doz. (1, 418, 508 syds.)

6. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the second agreement year only. In agreement years other than the second agreement year, the procedures of paragraph 8(b) shall apply:

<u>Category</u>	
38	625,000 syds.
47	25,000 doz. (554,650 syds.)
48	10,000 doz. (500,000 syds.)
53	10,000 doz. (453,000 syds.)
55	10,000 doz. (510,000 syds.)

7. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable Group limit, as it may be adjusted under this provision, specific limits may be exceeded by 5 percent.

8. (a) Within the applicable group limits for each group, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

(b) In the event the Government of the Republic of Korea desires to export in any agreement year more than the consultation level specified in this agreement in any category not given a specific limit, it shall request consultations with the Government of the United States of America on this question. The Government of the United States of America shall agree to enter into such consultations and,

during the course thereof, shall provide the Government of the Republic of Korea with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Republic of Korea shall maintain its exports in the category in question at a level for the agreement year not in excess of the consultation level. For the first agreement year, the consultation level shall be 525,000 square yards equivalent for categories in Group I, and 385,875 square yards equivalent for categories in Group II.

9. The Government of the Republic of Korea shall limit exports of items of chief value corduroy in Categories 46, 50, 51, 53, 54 and 63 during each agreement year. For the first agreement year the level of this limit shall be 2,094,750 square yards equivalent. In the event excessive concentration in exports from the Republic of Korea to the United States of items of apparel of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States may request in writing consultations with the Government of the Republic of Korea to determine an appropriate course of action. Such a request shall be accompanied by a detailed factual statement of the reasons and justifications for the request, including relevant data on imports from third countries. During the course of such consultations the Government of the Republic of Korea shall maintain exports in the categories in question at an annual level not in excess of 105 percent of the exports in such categories during the first twelve months of the fifteen month period immediately preceding the month in which consultations are requested, or at an annual level not in excess of 90 percent of the exports in such categories during the twelve-month period immediately preceding the month in which consultations are requested, whichever is higher.

10. In the succeeding twelve-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by five percent of the corresponding level for the preceding twelve-month period, the latter level not to include any adjustments under paragraphs 7 or 17.

11. Exports in all categories of cotton textiles shall be spaced as evenly as possible, taking into account seasonal factors.

12. Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular the Governments agree to exchange monthly data on exports of cotton textiles from the Republic of Korea into the United States. In the implementation of this agreement the system of categories and factors for conversion into square yards equivalent set forth in the annex to this agreement shall apply. In any situation where the determination of an article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value

criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

13. During the term of this agreement the United States shall not invoke Article 3 of the Long-Term Arrangement to limit imports of cotton textiles from the Republic of Korea into the United States. The applicability of the Long-Term Arrangement to trade in cotton textiles between the Republic of Korea and the United States shall otherwise be unaffected by this agreement.

14. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, if, in the event of a return to normal market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement for any of the categories, the Government of the Republic of Korea may request and the Government of the United States of America agrees to enter into consultations concerning the possible removal or modification of the limits established for such categories by the present agreement.

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

16. If the Government of the Republic of Korea considers that as a result of limitations specified in this agreement, the Republic of Korea is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Korea 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. (a) For any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from the Republic of Korea were below the aggregate limit and any group and specific limit applicable to the category concerned) the Government of the Republic of Korea may permit exports to exceed the aggregate, group and specific limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall not exceed five percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of

paragraph 7, and shall not be used to exceed the limits in paragraph 8 of this agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraph 7.

(c) The carryover shall be in addition to the exports permitted in paragraph 7.

18. The Government of the Republic of Korea 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 proposals with a view to making such revisions to the present agreement, or taking such other appropriate action, as may be mutually agreed upon.

19. 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 the foregoing conforms with the understanding of your Government, this note and Your Excellency's note of confirmation on behalf of the Government of the Republic of Korea shall constitute an agreement between our two Governments.

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

For the Acting Secretary of State:

ANTHONY M. SOLOMON

Enclosure:  
Annex A

His Excellency  
DONG JO KIM,  
*Ambassador of the Republic of Korea*

ANNEX A

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	lbs.	4.6
2	Cotton Yarn, carded, plied	lbs.	4.6
3	Cotton Yarn, combed, singles	lbs.	4.6
4	Cotton Yarn, combed, plied	lbs.	4.6
5	Gingham, carded	Syds.	Not required
6	Gingham, combed	Syds.	Not required
7	Velveteen	Syds.	Not required
8	Corduroy	Syds.	Not required
9	Sheeting, carded	Syds.	Not required
10	Sheeting, combed	Syds.	Not required
11	Lawns, carded	Syds.	Not required
12	Lawns, combed	Syds.	Not required
13	Voile, carded	Syds.	Not required
14	Voile, combed	Syds.	Not required
15	Poplin and Broadcloth, carded	Syds.	Not required
16	Poplin and Broadcloth, combed	Syds.	Not required
17	Typewriter ribbon cloth	Syds.	Not required
18	Print cloth, shirting type, 80 x 80 type, carded	Syds.	Not required
19	Print cloth, shirting type, other than 80 x 80 type, carded	Syds.	Not required
20	Shirting, Jacquard or dobby, carded	Syds.	Not required
21	Shirting, Jacquard or dobby, combed	Syds.	Not required
22	Twill and sateen, carded	Syds.	Not required
23	Twill and sateen, combed	Syds.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syds.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syds.	Not required
26	Woven fabric, n.e.s., other, carded	Syds.	Not required
27	Woven fabric, n.e.s., other, combed	Syds.	Not required
28	Pillowcases, not ornamented, carded	Numbers	1.084
29	Pillowcases, not ornamented, combed	Numbers	1.084
30	Towels, dish	Numbers	.348
31	Towels, other	Numbers	.348
32	Handkerchiefs, whether or not in the piece	Dozen	1.66
33	Table damask and manufactures	lbs.	3.17
34	Sheets, carded	Numbers	6.2
35	Sheets, combed	Numbers	6.2
36	Bedspreads and quilts	Numbers	6.9
37	Braided and woven elastic	lbs.	4.6
38	Fishing nets and fish netting	lbs.	4.6
39	Gloves and mittens	Dozen	3.527
40	Hose and half hose	Doz. prs.	4.6
41	T-shirts, all white, knit, men's and boys'	Dozen	7.234
42	T-shirts, other knit	Dozen	7.234
43	Shirts, knit, other than T-shirts and sweatshirts	Dozen	7.234
44	Sweaters and cardigans	Dozen	36.8
45	Shirts, dress, not knit, men's and boys'	Dozen	22.186
46	Shirts, sport, not knit, men's and boys'	Dozen	24.457
47	Shirts, work, not knit, men's and boys'	Dozen	22.186
48	Raincoats, $\frac{3}{4}$ length or longer, not knit	Dozen	50.0
49	Coats, other, not knit	Dozen	32.5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Dozen	17.797

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
51	Trousers, slacks and shorts (outer), not knit, women's girls' and infants'	Dozen	17.797
52	Blouses, not knit	Dozen	14.53
53	Dresses (including uniforms) not knit	Dozen	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Dozen	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, housecoats, and dusters, not knit	Dozen	51.0
56	Undershirts, knit, men's and boys'	Dozen	9.2
57	Briefs and undershorts, men's and boys'	Dozen	11.25
58	Drawers, shorts, and briefs, knit, n.e.s.	Dozen	5.0
59	All other underwear, not knit	Dozen	16.0
60	Pajamas and other nightwear	Dozen	51.96
61	Brassieres and other body supporting garments	Dozen	4.75
62	Wearing apparel, knit, n.e.s.	lbs.	4.6
63	Wearing apparel, not knit, n.e.s.	lbs.	4.6
64	All other cotton textiles	lbs.	4.6

*The Ambassador of the Republic of Korea to the Acting Secretary of State*

KOREAN EMBASSY  
WASHINGTON, D.C.

KAM - 67/298

DECEMBER 11, 1967

EXCELLENCY:

I have the honor to refer to your note of today's date proposing an agreement concerning trade in cotton textiles between the Republic of Korea and the United States of America, which reads as follows:

"I have the honor to refer to the decision of the Cotton Textiles Committee of the General Agreement on Tariffs and Trade approving a Protocol to extend through September 30, 1970 the Long-Term Arrangement regarding International Trade in Cotton Textiles, done in Geneva on February 9, 1962 (hereinafter referred to as "the Long-Term Arrangement"). I also refer to recent discussions between representatives of our two Governments and to the agreement between our two Governments concerning exports of cotton textiles from the Republic of Korea to the United States effected by an exchange of notes dated January 26, 1965, as amended. I confirm on behalf of my Government, the understanding that, as of January 1, 1967, the following agreement supersedes the 1965 agreement, as amended, except for the exchange of letters dated November 22, 1966 concerning amounts of cotton textiles exported between January 1, 1966 and April 1, 1967 that are not charged against the limitations in the agreement. This agreement is based on our understanding that the above-mentioned Protocol entered into force for our two Governments on October 1, 1967.

TIAS 6399

"1. The purpose of this agreement is to provide for the orderly development of trade in cotton textiles between the Republic of Korea and the United States of America.

"2. The agreement shall extend through December 31, 1970. During the term of the agreement, the Government of the Republic of Korea shall limit annual exports of cotton textiles to the United States to aggregate, group and specific limits at the levels specified in the following paragraphs. It is noted that these levels reflect a special adjustment for the first agreement year. The levels set forth in paragraphs 3, 4 and 5 for the second agreement year are 5% higher than the limits for the preceding year without this special adjustment; thus the growth factor provided for in paragraph 10 has already been applied in arriving at these levels for the second agreement year.

"3. For the first agreement year, constituting the 12-month period beginning January 1, 1967, the aggregate limit shall be 32,216,250 square yards equivalent. For the second agreement year, the aggregate limit shall be 35,070,000 square yards equivalent.

"4. Within the aggregate limit, the following group limits shall apply for the first and second agreement years, respectively:

	Square Yards Equivalent	
	First Agreement Year	Second Agreement Year
Group I (Categories 1-38 and 64)		
Group II	22,882,500	24,896,812
(Categories 39-63)	9,333,750	10,173,188

"5. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the first and second agreement years:

#### Group I

Category	First Agreement Year	Second Agreement Year
7	500,000 syds.	525,000 syds.
9	2,426,250 syds.	2,625,000 syds.
18/19	1,838,438 syds.	1,995,000 syds.
22	743,001 syds.	840,000 syds.
26 (other than duck)	919,219 syds.	997,500 syds.
26 (duck)	10,937,344 syds.	11,550,000 syds.
31 (wiping cloths)	950,866 pcs. (330,901 syds.)	998,550 pcs. (347,495 syds.)
34	88,977 pcs. (551,657 syds.)	93,450 pcs. (579,390 syds.)
64A (Tablecloths and Napkins)	443,353 lbs. (2,039,424 syds.)	479,850 lbs. (2,207,310 syds.)
64B (Zipper Tapes)	55,781 lbs. (256,592 syds.)	58,800 lbs. (270,480 syds.)

Group II

<u>Category</u>	<u>First Agreement Year</u>	<u>Second Agreement Year</u>
	<u>Unit</u>	<u>Unit</u>
45	29,804 doz. (661,232 syds.)	31,500 doz. (698,859 syds.)
46	23,788 doz. (581,783 syds.)	25,200 doz. (616,316 syds.)
49	22,885 doz. (743,763 syds.)	26,250 doz. (853,125 syds.)
50	41,974 doz. (747,011 syds.)	44,100 doz. (784,848 syds.)
51	56,807 doz. (1,010,994 syds.)	59,850 doz. (1,065,150 syds.)
52	29,391 doz. (427,051 syds.)	31,500 doz. (457,695 syds.)
54	42,019 doz. (1,050,475 syds.)	47,250 doz. (1,181,250 syds.)
60	25,013 doz. (1,299,675 syds.)	27,300 doz. (1,418,508 syds.)

"6. Within the aggregate limit and the applicable group limits, the following specific limits shall apply for the second agreement year only. In agreement years other than the second agreement year, the procedures of paragraph 8(b) shall apply:

<u>Category</u>	
38	625,000 syds.
47	25,000 doz. (554,650 syds.)
48	10,000 doz. (500,000 syds.)
53	10,000 doz. (453,000 syds.)
55	10,000 doz. (510,000 syds.)

"7. Within the aggregate limit, the limit for Group I may be exceeded by not more than 10 percent and the limit for Group II may be exceeded by not more than 5 percent. Within the applicable Group limit, as it may be adjusted under this provision, specific limits may be exceeded by 5 percent.

"8. (a) Within the applicable group limits for each group, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

(b) In the event the Government of the Republic of Korea desires to export in any agreement year more than the consultation level specified in this agreement in any category not given a specific limit, it shall request consultations with the Government of the United States of America on this question. The Government of the United States of America shall agree to enter into such consultations and, during the course thereof, shall provide the Government of the

Republic of Korea with information on the condition of the United States market in the category in question. Until agreement is reached, the Government of the Republic of Korea shall maintain its exports in the category in question at a level for the agreement year not in excess of the consultation level. For the first agreement year, the consultation level shall be 525,000 square yards equivalent for categories in Group I, and 385,875 square yards equivalent for categories in Group II.

"9. The Government of the Republic of Korea shall limit exports of items of chief value corduroy in categories 46, 50, 51, 53, 54 and 63 during each agreement year. For the first agreement year the level of this limit shall be 2,094,750 square yards equivalent. In the event excessive concentration in exports from the Republic of Korea to the United States of items of apparel made of a particular fabric causes or threatens to cause market disruption in the United States, the Government of the United States may request in writing consultations with the Government of the Republic of Korea to determine an appropriate course of action. Such a request shall be accompanied by a detailed factual statement of the reasons and justifications for the request, including relevant data on imports from third countries. During the course of such consultations the Government of the Republic of Korea shall maintain exports in the categories in question at an annual level not in excess of 105 percent of the exports in such categories during the first twelve months of the fifteen month period immediately preceding the month in which consultations are requested, or at an annual level not in excess of 90 percent of the exports in such categories during the twelve-month period immediately preceding the month in which consultations are requested, whichever is higher.

"10. In the succeeding twelve-month periods for which any limitation is in force under this agreement, the level of exports permitted under such limitation shall be increased by five percent of the corresponding level for the preceding twelve-month period, the latter level not to include any adjustments under paragraphs 7 or 17.

"11. Exports in all categories of cotton textiles shall be spaced as evenly as possible, taking into account seasonal factors.

"12. Each Government agrees to supply promptly any available statistical data requested by the other Government. In particular the Governments agree to exchange monthly data on exports of cotton textiles from the Republic of Korea into the United States. In the implementation of this agreement the system of categories and factors for conversion into square yards equivalent set forth in the annex to this Agreement shall apply. In any situation where the determination of an Article to be a cotton textile would be affected by whether the criterion provided for in Article 9 of the Long-Term Arrangement is used or the criterion provided for in paragraph 2 of Annex E of the Long-Term Arrangement is used, the chief value criterion used by the Government of the United States of America in accordance with paragraph 2 of Annex E shall apply.

"13. During the term of this agreement the United States shall not invoke Article 3 of the Long-Term Arrangement to limit imports of cotton textiles from the Republic of Korea into the United States. The applicability of the Long-Term Arrangement to trade in cotton textiles between the Republic of Korea and the United States shall otherwise be unaffected by this agreement.

"14. The Governments agree to consult on any question arising in the implementation of this agreement. In particular, if, in the event of a return to normal market conditions in the United States, the Government of the United States relaxes measures it has taken under the Long-Term Arrangement for any of the categories, the Government of the Republic of Korea may request and the Government of the United States of America agrees to enter into consultations concerning the possible removal or modification of the limits established for such categories by the present agreement.

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

"16. If the Government of the Republic of Korea considers that as a result of limitations specified in this agreement, the Republic of Korea is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Korea 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. (a) For any agreement year immediately following a year of a shortfall (i.e., a year in which cotton textile exports from the Republic of Korea were below the aggregate limit and any group and specific limit applicable to the category concerned) the Government of the Republic of Korea may permit exports to exceed the aggregate, group and specific limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall not exceed five percent of the specific limit in the year of the shortfall, and shall be used in the same category in which the shortfall occurred, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred, shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 7, and shall not be used to exceed the limits in paragraph 8 of this agreement.

(b) The limits referred to in subparagraph a of this paragraph are without any adjustment under this paragraph or paragraph 7.

(c) The carryover shall be in addition to the exports permitted in paragraph 7.

"18. The Government of the Republic of Korea 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 proposals with a view to making such revisions to the present agreement, or taking such other appropriate action, as may be mutually agreed upon.

"19. 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 the foregoing conforms with the understanding of your Government, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of Korea shall constitute an agreement between our two Governments."

I have the further honor to confirm on behalf of the Government of the Republic of Korea that your proposal is acceptable to the Government of the Republic of Korea and that this note in reply and your Excellency's note shall constitute an agreement between our two Governments.

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

DONG JO KIM

Dong Jo Kim  
*Ambassador*

His Excellency

NICHOLAS DEB. KATZENBACH  
*Acting Secretary of State*  
*of the United States of America*  
*Washington, D.C.*

## TRINIDAD AND TOBAGO

### Double Taxation: Taxes on Income

*Convention signed at Port-of-Spain December 22, 1966;  
Ratification advised by the Senate of the United States of America  
November 2, 1967;  
Ratified by the President of the United States of America Novem-  
ber 8, 1967;  
Ratified by Trinidad and Tobago November 28, 1967;  
Ratifications exchanged at Port-of-Spain December 19, 1967;  
Proclaimed by the President of the United States of America  
December 28, 1967;  
Entered into force December 19, 1967.  
And extending agreement  
Effectuated by exchange of notes  
Signed at Port-of-Spain December 19, 1967;  
Entered into force December 19, 1967.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS a convention between the Government of the United States of America and the Government of Trinidad and Tobago for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and the encouragement of international trade and investment was signed at Port of Spain on December 22, 1966 by their respective Plenipotentiaries the original of which convention is word for word as follows:

**CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF TRINIDAD AND TOBAGO FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME AND THE ENCOURAGEMENT OF INTERNATIONAL TRADE AND INVESTMENT**

The Government of the United States of America and the Government of Trinidad and Tobago,

Desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, and the encouragement of international trade and investment,

Have agreed as follows:

**ARTICLE 1**

**Taxes Covered**

(1) The taxes which are the subject of the present Convention are:

- (a) In the case of the United States, the Federal income tax, including surtax, imposed by the Internal Revenue Code.
- (b) In the case of Trinidad and Tobago, the corporation tax and the income tax.

(2) The present Convention shall also apply to taxes substantially similar to those covered by paragraph (1) of this Article which are subsequently imposed in addition to, or in place of, existing taxes.

**ARTICLE 2**

**Definitions**

(1) In the present Convention, unless the context otherwise requires:

- (a) The term "United States" means the United States of America and, when used in a geographical sense, means the States thereof and the District of Columbia.
- (b) The term "Trinidad and Tobago" means the country of Trinidad and Tobago and, when used in a geographical sense, means the Island of Trinidad, the Island of Tobago and their dependencies.

- (c) The terms “one of the Contracting States” and “the other Contracting State” mean the United States or Trinidad and Tobago, as the context requires.
- (d) The term “person” comprises an individual, a corporation and any other body of individuals or persons.
- (e) The term “United States corporation” or “corporation of the United States” means a corporation, or an entity treated as a corporation for United States tax purposes, which is created or organized under the laws of the United States or any State thereof or the District of Columbia.
- (f) The term “Trinidad and Tobago corporation” or “corporation of Trinidad and Tobago” means any corporation or any entity treated as a corporation for Trinidad and Tobago tax purposes, the business of which is managed and controlled in Trinidad and Tobago.
- (g) The term “resident of one of the Contracting States” means an individual who is a resident of that Contracting State for purposes of the tax of that Contracting State and includes an individual acting as a partner or fiduciary to the extent that the income derived by such individual in that capacity is taxed as the income of a resident.
- (h) The terms “resident or corporation of one of the Contracting States” and “resident or corporation of the other Contracting State” mean a resident or corporation of the United States or a resident or corporation of Trinidad and Tobago, as the context requires.

(2) As regards the application of the present Convention by a Contracting State, any term not expressly defined shall, unless the context otherwise requires, have the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of the present Convention.

### ARTICLE 3

#### Dividends

- (1) The tax imposed by one of the Contracting States on dividends derived from sources within that Contracting State by a resident or corporation of the other Contracting State shall not exceed —
  - (a) 25 per cent of the gross amount distributed; or
  - (b) when the recipient is a corporation 5 per cent of the gross amount distributed if —
    - (i) during the part of the paying corporation's taxable year which precedes the date of payment of the dividend and

during the whole of its prior taxable year (if any), at least 10 per cent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation, and

- (ii) not more than 25 per cent of the gross income of the paying corporation for such prior taxable year (if any) consisted of interest and dividends (other than interest derived in the conduct of a banking, insurance or financing business, and dividends or interest received from subsidiary corporations having 50 per cent or more of the outstanding shares of the voting stock owned by the paying corporation at the time such dividends or interest were received).

(2) The provisions of paragraph (1) shall not apply if the recipient of the dividends is a resident or corporation of one of the Contracting States and has a permanent establishment in the other Contracting State.

- (3) (a) The term "dividend" in the case of Trinidad and Tobago includes any item which under the law of Trinidad and Tobago is treated as a distribution.  
(b) The term "dividend" in the case of the United States includes any item which under the law of the United States is treated as a distribution of earnings and profits.

(4) Dividends paid by a corporation of one of the Contracting States to a person other than a resident or corporation of the other Contracting State (and in the case of a dividend paid by a Trinidad and Tobago corporation, to a person other than a citizen of the United States) shall be exempt from tax by the other Contracting State.

(5) Notwithstanding the provisions of paragraphs (2) and (4) above, where a corporation of one of the Contracting States has a permanent establishment in the other Contracting State and derives profits or income from that permanent establishment, any remittances of such profits or income by that permanent establishment may be taxed in accordance with the law of such other Contracting State except that the provisions of subparagraph (1) (b) of this Article shall apply.

#### ARTICLE 4

##### Credit

(1) The United States, in determining United States tax in the case of its citizens, residents or corporations may, regardless of any other provision of this Convention, include in the basis upon which such tax is imposed all items of income taxable under the revenue laws of the United States as if this Convention had not come into effect. Subject to the provisions of the law of the United States regarding the allowance as a credit against United States tax of

tax payable in a territory outside the United States (which shall not affect the general principle hereof), the United States shall allow to a citizen, resident or corporation, as a credit against its taxes, the appropriate amount of Trinidad and Tobago income tax paid and, in the case of the United States corporation owning at least 10 per cent of the voting power of a corporation resident in Trinidad and Tobago, shall allow credit for the appropriate amount of Trinidad and Tobago tax paid by the corporation paying such dividend with respect to the profits out of which such dividend is paid, if the recipient of such dividend includes in its gross income for the purpose of United States tax the amount of such Trinidad and Tobago tax. For this purpose, the recipient of any dividend paid by a corporation which is resident in Trinidad and Tobago shall be considered to have paid to Trinidad and Tobago income tax legally deducted from such dividend payment by the person by or through whom payment thereof is made (to the extent that it is a tax chargeable in accordance with the present Convention), if such recipient elects to include in his gross income for purposes of United States tax the amount of such Trinidad and Tobago tax. The appropriate amount of Trinidad and Tobago tax which shall be allowed as a credit under this paragraph shall be based upon the amount of Trinidad and Tobago tax paid but shall not exceed that portion of United States tax which net income from sources within Trinidad and Tobago bears to the entire net income.

(2) Subject to the provisions of the law of Trinidad and Tobago regarding the allowance as a credit against Trinidad and Tobago tax of tax payable in a territory outside Trinidad and Tobago (which shall not affect the general principle hereof) —

- (a) the United States tax payable under the law of the United States and in accordance with the present Convention, whether directly or by deduction (excluding, in the case of a dividend, tax payable in respect of profits out of which the dividend is paid), shall be allowed as a credit against any Trinidad and Tobago tax;
- (b) in the case of a dividend paid by a United States corporation to a Trinidad and Tobago corporation which controls directly or indirectly, at least 10 per cent of the voting power in the United States corporation, the credit shall take into account (in addition to any United States tax creditable under (a)) the United States tax payable by the United States corporation in respect of the profits out of which such dividend is paid;

the amount of United States tax shall be allowed as a credit under this paragraph shall be based upon the amount of United States tax paid but shall not exceed that portion of Trinidad and Tobago tax which net income from sources within the United States bears to the entire net income.

## ARTICLE 5

Effective Date

(1) The present Convention shall be ratified and the instruments of ratification exchanged at Port of Spain as soon as possible.

(2) The present Convention shall enter into force upon the exchange of instruments of ratification. The Contracting States agree, however, following the signing of this Convention, to take all such steps as are necessary to give effect to the provisions of this Convention so that such provisions shall commence with effect from January 1, 1966.

(3) The present Convention shall terminate on December 31, 1967. However, if both of the Contracting States agree on or before December 31 of any taxable year by notes exchanged through diplomatic channels to continue this Convention in effect for the following year, the present Convention shall continue to be effective during such following year.

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

DONE in duplicate at Port of Spain this 22nd day of December, 1966.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[SEAL] ROBERT G. MINER

Robert G. Miner  
*Ambassador Extraordinary and Plenipotentiary*

FOR THE GOVERNMENT OF TRINIDAD AND TOBAGO:

[SEAL] ARTHUR N. R. ROBINSON

Arthur N.R. Robinson  
*Minister of Finance*

WHEREAS the Senate of the United States of America by its resolution of November 2, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid convention;

WHEREAS the aforesaid convention was duly ratified by the President of the United States of America on November 8, 1967, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Trinidad and Tobago;

WHEREAS the respective instruments of ratification of the aforesaid convention were duly exchanged at Port of Spain on December 19, 1967;

AND WHEREAS it is provided in Article 5 of the aforesaid convention that the convention shall enter into force upon the exchange of instruments of ratification;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid convention, to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith on and after December 19, 1967 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-eighth day of December in the year of our Lord one thousand nine hundred [SEAL] sixty-seven and of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

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*The American Ambassador to the Minister of External Affairs of Trinidad and Tobago*

PORT OF SPAIN, December 19, 1967

SIR:

I have the honor to refer to the convention between the Government of the United States of America and the Government of Trinidad and Tobago, signed at Port of Spain on December 22, 1966, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and the encouragement of international trade and investment.

In accordance with Article 5(2), the above-mentioned convention has been brought into force by the exchange of instruments of ratification.

In Article 5(3) it is provided in effect that the convention shall terminate on December 31, 1967, unless the two Contracting States, on or before that date, agree by notes exchanged through diplomatic channels to continue the convention in effect for the following year.

I have the honor to propose, pursuant to instructions of my Government, that notes be exchanged expressing the agreement of the two Governments that the convention of December 22, 1966, shall continue to be effective during the year 1968.

Accordingly, the Government of the United States of America will consider that this note and your reply note concurring in the foregoing proposal constitute an agreement between the two Government in accordance with Article 5(3) of the convention of December 22, 1966.

Accept, Mr. Minister, the renewed assurances of my highest consideration.

WILLIAM A. COSTELLO

The Honorable

A.N.R. ROBINSON

*Minister of External Affairs of  
Trinidad and Tobago  
Port of Spain*

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*The Minister of External Affairs of Trinidad and Tobago to the  
American Ambassador*

MINISTER OF EXTERNAL AFFAIRS,  
TRINIDAD AND TOBAGO.

19th December, 1967.

EXCELLENCY,

I have the honour to refer to your Note dated 19th December, 1967, which reads as follows:

"I have the honour to refer to the convention between the Government of the United States of America and the Government of Trinidad and Tobago, signed at Port of Spain on December 22, 1966, for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and the encouragement of international trade and investment.

In accordance with Article 5(2), the above-mentioned convention has been brought into force by the exchange of instruments of ratification.

In Article 5(3) it is provided in effect that the convention shall terminate on December 31, 1967, unless the two Contracting States, on or before that date, agree by notes exchanged through diplomatic channels to continue the convention in effect for the following year.

I have the honor to propose, pursuant to instructions of my Government, that notes be exchanged expressing the agreement of the two Governments that the convention of December 22, 1966 shall continue to be effective during the year 1968.

Accordingly, the Government of the United States of America will consider that this note and your reply note concurring in the foregoing proposal constitute an agreement between the two Governments in accordance with Article 5(3) of the convention of December 22, 1966."

I have the honour to confirm that the above mentioned proposal is acceptable to the Government of Trinidad and Tobago and that Your Excellency's Note, together with this reply, shall be regarded as constituting an agreement between our two Governments in this matter.

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

ARTHUR N. R. ROBINSON

Arthur N.R. Robinson.

His Excellency Mr. WILLIAM A. COSTELLO,  
*Ambassador Extraordinary and Plenipotentiary  
of the United States of America,  
United States Embassy,  
Port of Spain.*

INDONESIA  
**Agricultural Commodities**

*Agreement amending the agreement of September 15, 1967.  
Effectuated by exchange of notes  
Signed at Djakarta November 6, 1967;  
Entered into force November 6, 1967.*

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*The American Ambassador to the Indonesian Minister for Foreign Affairs ad interim*

No. 436

DJAKARTA, November 6, 1967

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two Governments which was signed on September 15, 1967, [<sup>1</sup>] and to propose that Part II, Item I be amended by increasing the dollar amount for rice in the commodity table from "\$17,000,000" to "\$17,257,000" and increasing the amount of the total from "\$19,500,000" to "\$19,757,000".

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

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

MARSHALL GREEN

Marshall Green

His Excellency

Professor OEMAR SENOADJI, S. H.  
Minister for Foreign Affairs a.i.  
Djakarta

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<sup>1</sup> TIAS 6346; *ante*, p. 2393.

*The Indonesian Minister for Foreign Affairs ad interim to the American Ambassador*

MINISTER FOR FOREIGN AFFAIRS  
REPUBLIC OF INDONESIA

No.: D.0917/67/25

DJAKARTA, November 6, 1967.

EXCELLENCY,

I have the honor to acknowledge receipt of Your Excellency's note No. 436 dated November 6, 1967, which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement between our two Governments which was signed on September 15, 1967, and to propose that Part II, Item I be amended by increasing the dollar amount for rice in the commodity table from "\$17,000,000" to "\$17,257,000" and increasing the amount of the total from "\$19,500,000" to "\$19,757,000."

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

I have the honor to confirm that the Government of the Republic of Indonesia concurs in the proposed amendment as stated in the above quoted note and that this reply and Your Excellency's note will constitute an Agreement between our two Governments which will enter into force on the date of this note.

Accept, Excellency, the assurance of my highest consideration.

FOR THE GOVERNMENT OF THE  
REPUBLIC OF INDONESIA.

OEMAR SENO ADJI

Prof. Oemar Seno Adji S.H.  
*Minister for Foreign Affairs a.i.*

His Excellency

MARSHALL GREEN

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

## ARGENTINA

### Trade

*Agreement modifying the agreement of August 3 and 8, 1966*

*Effectuated by exchange of notes*

*Signed at Buenos Aires December 18 and 27, 1967;*

*Entered into force December 27, 1967.*

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

No. 162

BUENOS AIRES, December 18, 1967

EXCELLENCY:

I have the honor to refer to the conversations which have been held between the representatives of our two governments concerning the modification of those provisions of the agreement between our two governments, effected by exchange of notes August 3 and 8, 1966,[<sup>1</sup>] which relate to the termination date of the Trade Agreement signed October 14, 1941.[<sup>2</sup>]

It is anticipated that in the near future the United States concessions negotiated with various countries which are contracting parties to the General Agreement on Tariffs and Trade will be consolidated into a single United States Schedule to that Agreement (Schedule XX). In these conversations, it has been recognized that it would be desirable for the Bilateral Trade Agreement to remain in effect until this consolidated schedule of United States concessions shall have been completed and proclamation thereof by the President of the United States shall have become effective.

Consequently, it is proposed that the exchange of notes of August 3 and 8, 1966, be modified by adding the following before the period at the end of the fifth paragraph of the Spanish language note from the Argentine Government:

“y de la consolidada Lista XX de Los Estados Unidos Anexa  
al Acuerdo General una vez proclamada por el Presidente.”

This would result in the modification of the fifth paragraph of the English language translation of such note, as quoted in the note from

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<sup>1</sup> TIAS 6086; 17 UST 1223.

<sup>2</sup> EAS 277, TIAS 5402; 56 Stat. 1685; 14 UST 1046.

the United States Government, by insertion, before the period at the end thereof, of the following:

“and of the consolidated United States Schedule XX to the General Agreement following Presidential proclamation thereof.”

I have the honor to propose that, if this understanding is shared by your Excellency’s Government, this note and your Excellency’s note of reply confirming the understanding shall constitute an agreement between our two governments modifying the exchange of notes of August 3 and 8, 1966, which shall enter into force on the date of your Excellency’s reply.

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

LEONARD J. SACCIO

His Excellency  
Doctor NICANOR COSTA MENDEZ,  
*Minister of Foreign Affairs,*  
*Buenos Aires.*

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*The Argentine Minister of Foreign Affairs to the American Chargé d’Affaires ad interim*

Nº 1588.

BUENOS AIRES, 27 de diciembre de 1967

SEÑOR ENCARGADO DE NEGOCIOS :

Tengo el agrado de dirigirme a Vuestra Excelencia, con el objeto de acusar recibo de su nota Nº 162 de fecha 18 del corriente, cuyo texto traducido al castellano, es el siguiente:

“EXCELENCIA :

Tengo el honor de referirme a las conversaciones que tuvieron lugar entre los representantes de nuestros dos Gobiernos, respecto a la modificación de las disposiciones del acuerdo entre nuestros gobiernos, efectuada por canje de notas del 3 y 8 de agosto de 1966, referentes a la fecha de terminación del Acuerdo Comercial firmado el 14 de octubre de 1941.

Se anticipa que en breve, las concesiones estadounidenses negociadas con varios países que son partes contratantes del GATT, se consolidarán en una única Lista Estadounidense de ese Acuerdo (Lista XX). En aquellas conversaciones se reconoció que sería deseable que el Acuerdo Comercial Bilateral quede en vigor hasta que esta lista consolidada de concesiones estadounidenses esté completa y se haga efectiva su proclamación por el Presidente de los Estados Unidos.

En consecuencia, se propone que el canje de notas del 3 y 8 de agosto de 1966, se modifique agregando lo siguiente antes del punto final del párrafo 5 de la nota en español del Gobierno argentino:

"y de la consolidada Lista XX de los Estados Unidos Anexa al Acuerdo General una vez proclamada por el Presidente."

Esto resultaría en la modificación del párrafo 5 de la traducción al inglés de dicha nota, tal como se transcribe en la nota del Gobierno de los Estados Unidos, por inserción, antes del punto al final de dicho párrafo, en la forma siguiente:

"and of the consolidated United States Schedule XX to the General Agreement following Presidential proclamation thereof."

Tengo el honor de proponer que si el Gobierno de Vuestra Excelencia conviene en lo que antecede, la presente nota y la nota de respuesta de Vuestra Excelencia confirmado el compromiso, constituirá un acuerdo entre nuestros dos gobiernos modificando el canje de notas del 3 y 8 de agosto de 1966, que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia.

Acepte, Excelencia, las seguridades reiteradas de mi más alta consideración."

La presente nota y la que Vuestra Excelencia tuvo a bien dirigirme, tendrán el valor de un acuerdo formal entre nuestros Gobiernos.

Reitero a Vuestra Excelencia, las expresiones de mi consideración más distinguida.

NICANOR COSTA MENDEZ

A Su Excelencia

el señor Encargado de Negocios a.i.

de la Embajada de los

Estados Unidos de América,

Ministro Consejero D. LEONARD J. SACCIO

Buenos Aires

*Translation*

NATIONAL EXECUTIVE BRANCH  
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

No. 1588

BUENOS AIRES, December 27, 1967

**Sir:**

I am happy to acknowledge the receipt of your Note No. 162, dated the eighteenth of this month, the Spanish translation of which reads as follows:

[For the English language text, see p. 3102.]

The present note and the one that you were good enough to send me will have the force of a formal agreement between our Governments.

Accept, Sir, the renewed assurances of my most distinguished consideration.

NICANOR COSTA MENDEZ

Nicanor Costa Méndez

The Honorable

LEONARD J. SACCIO,

*Minister Counselor,*

*Chargé d'Affaires ad interim of*

*The United States of America.*

**CHILE**  
**Agricultural Commodities**

*Agreement signed at Santiago December 29, 1967;  
Entered into force December 29, 1967.  
With exchange of notes.*

*The Chilean Ministers of Agriculture and of Finance to the  
American Ambassador*

MINISTERIO DE HACIENDA  
CHILE

SANTIAGO, 29 de Diciembre de 1967.

**EXCELENCIA:**

Tenemos el honor de informarle que la Empresa de Comercio Agrícola (ECA), como agencia competente del Gobierno de Chile para estos efectos, está autorizada para suscribir con el Gobierno de los Estados Unidos de América el acuerdo para la venta de productos agrícolas bajo el Título I de la Ley de Ayuda y Desarrollo del Comercio Agrícola. Considerando que la Empresa de Comercio Agrícola es representante de Chile para estos efectos, el Gobierno de Chile garantiza que todos los compromisos contraídos por la Empresa de Comercio Agrícola serán plenamente cumplidos y que todas las obligaciones contraídas por la Empresa de Comercio Agrícola en el Acuerdo serán cumplidas en su totalidad.

Tenemos además el honor de informar a Ud. que con respecto a la política agraria requerida por la Sección 109 (C) de la Ley, el Gobierno de Chile está de acuerdo en que Chile deberá:

(1) Completar la preparación y dar a conocer su Plan Quinquenal para el Desarrollo Agrícola (en Mayo de 1968). Para el período 1968-1971 la meta que postula dicho Plan es aumentar en 5.8 por ciento anualmente la producción agropecuaria en general.

(2) Dictar los reglamentos para la aplicación de la nueva ley de reforma agraria que aseguren la confianza de los agricultores señalando las normas concretas sobre las propiedades susceptibles de ser expropiadas.

(3) Continuar dando alta prioridad a la agricultura en la asignación de inversiones públicas. Las inversiones en agricultura presupuestadas para 1967 fueron 30 por ciento superiores a las del año anterior aumentando del 8.9 por ciento de la inversión pública al 11.0 por ciento.

(4) Completar un programa general de créditos para la agricultura antes de Mayo de 1968, el que deberá contener provisiones para una reorganización del sistema crediticio agrícola. La meta para 1967

es aumentar en 18 por ciento la disponibilidad de créditos del sector público para la agricultura. El Gobierno de Chile continuará tomando medidas para igualar las condiciones de créditos para todas los agricultores.

(5) Seguir anunciando con la debida oportunidad la política de precios para los productores agropecuarios, a fin de que los agricultores puedan decidir qué es lo que más les conviene producir; y mantener en términos reales el nivel de precios alcanzado en 1966. El Gobierno está preparando un calendario de anuncios para los precios agrícolas.

(6) Aumentar el uso de insumos agrícolas por medio de una reducción de los precios de los fertilizantes fosfatados y mantener precios uniformes en los insumos claves para todos los agricultores.

(7) Reorganizar los diversos servicios agrícolas y centralizar en el Ministerio de Agricultura la dirección de la política agropecuaria de acuerdo con la Ley de Reforma Agraria de Julio de 1967.

(8) Reforzar los sistemas de cobranza, computación y análisis de estadísticas para poder apreciar mejor la disponibilidad de insumos agrícolas y el progreso alcanzado en el aumento de la producción agrícola.

(9) Llevar a efecto otras medidas según se acuerde mutuamente para los fines estipulados en la sección 109 (A) de la Ley.

El Gobierno de Chile tiene entendido que los ingresos en moneda nacional a los que se refiere el Párrafo 4 del anexo relativo al crédito en dólares de este Acuerdo podrán ser utilizados en conformidad con los procedimientos que mutuamente sean acordados por los Gobiernos de Chile y de los Estados Unidos para apoyar la política agraria arriba expuesta o para otros propósitos de desarrollo económico que sean acordados por ambas Partes.

H. TRIVELLI

Hugo Trivelli  
*Ministro de Agricultura*

S MOLINA

Sergio Molina  
*Ministro de Hacienda*

Excelentísimo Señor

EDWARD M. KORRY

*Embajador de los  
Estados Unidos de América  
Santiago, Chile*

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*English Version of the Chilean Note*

MINISTERIO DE HACIENDA  
CHILE

SANTIAGO, December 29, 1967.

EXCELLENCY:

We have the honor to inform you that the Empresa de Comercio Agrícola, as the competent agency of the Government of Chile for

this purpose, is authorized to conclude with the Government of the United States of America the agreement for sales of agricultural commodities under Title I of the Agricultural Trade Development and Assistance Act.<sup>[1]</sup> Since the Empresa de Comercio Agrícola is the agent of the Government of Chile for this purpose, the Government of Chile declares that it guarantees that all commitments of the Empresa de Comercio Agrícola in the agreement will be fully honored and that all obligations assumed by the Empresa de Comercio Agrícola under the Agreement will be fully performed.

We further have the honor to inform you that with respect to the self-help measures required by Section 109 (C) of the Act, the Government of Chile agrees that Chile shall:

- 1) Complete formulation and announce its Five Year Agricultural Development Plan in May 1968. For the period 1968/71 the goal will be to increase overall agricultural production by 5.8 percent annually.
- 2) Issue regulations for the implementation of the new land reform law that will promote confidence among the farmers by providing specific guidance concerning land which may be expropriated.
- 3) Continue to give high priority to agriculture in the allocation of public investment; budget investment in agriculture in 1967 increased by 30 percent over the preceding year, rising from 8.9 percent of public investment, to 11 percent.
- 4) Complete by May 1968 an overall agricultural credit program which will provide for a reorganization of the agricultural credit system. For 1967 the goal is to increase the availability of public sector credit to agriculture by 18 percent. The Government of Chile will take measures to equalize credit terms for all farmers.
- 5) Continue to announce agricultural price policies at the appropriate times to permit the farmer to decide the most suitable production program, and maintain the level of prices in real terms which was reached during 1966. The Government is preparing a schedule for the announcement of agricultural prices.
- 6) Increase the availability of agricultural inputs by reducing phosphate fertilizer prices in real terms; and maintain uniform prices to all farmers for key inputs.
- 7) Reorganize the various agricultural services and centralize the conduct of agricultural and livestock development policy in the Ministry of Agriculture in accordance with the Agrarian Reform Law of June 1967.
- 8) Strengthen systems of collection, computation and analysis of statistics to better measure the availability of agricultural inputs and progress in expanding production of agricultural commodities.

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<sup>1</sup> 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

9) Take such other steps as may be mutually agreed toward the objectives outlined in Section 109 (A) of the Law.

The Government of Chile further understands that the local currency proceeds referred to in Paragraph 4 of the Dollar Credit Annex of the agreement may be made available for use in accordance with procedures to be mutually agreed upon by the Government of Chile and the Government of the United States of America for the self-help purposes outlined above or for other economic development purposes as may be agreed upon.

H. TRIVELLI

Hugo Trivelli  
*Minister of Agriculture*

S MOLINA

Sergio Molina  
*Minister of Finance*

His Excellency

EDWARD M. KORRY

*Ambassador of the  
United States of America  
Santiago, Chile*

*The American Ambassador to the Chilean Ministers of  
Finance and of Agriculture*

DECEMBER 29, 1967

EXCELLENCIES:

I have the honor to acknowledge the receipt of your note of December 29, 1967 informing the Government of the United States of America that the Empresa de Comercio Agrícola, as the competent agency of the Government of Chile for the purpose, is authorized to conclude with the Government of the United States of America the "agreement for sales of agricultural commodities" under Title I of the Agricultural Trade Development and Assistance Act and declaring that, since the Empresa de Comercio Agrícola is the agent of the Government of Chile for that purpose, the Government of Chile guarantees that all commitments of the Empresa de Comercio Agrícola in the agreement will be fully honored and that all obligations assumed by the Empresa de Comercio Agrícola under the agreement will be fully performed.

I have the honor to inform you that the Government of the United States of America is concluding the agreement with the Empresa de Comercio Agrícola as the competent agency of the Government of Chile for that purpose pursuant to the above-mentioned authorization and guarantee.

Accept, Excellencies, the assurances of my highest consideration.

EDWARD M. KORRY

Edward M. Korry  
*Ambassador of the United  
States of America*

Señor SERGIO MOLINA  
*Minister of Finance*  
*Santiago*

Señor HUGO TRIVELLI  
*Minister of Agriculture*  
*Santiago*

AGREEMENT FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Empresa de Comercio Agrícola (hereinafter referred to as ECA),

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Chile (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 (hereinafter referred to as the Act), and the measures that will be taken 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 ECA and/or purchasers authorized by ECA in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of this agreement.

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

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by ECA; 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. ECA shall have no responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, ECA 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 Party if that Party determines that because of changed conditions the continuation of such financing, sale, or delivery is unnecessary or undesirable.

#### ARTICLE II

##### A. Initial Payment

ECA shall pay, or cause to be paid, such an initial payment as

may be specified in Part II of this agreement. The amount of this payment shall be that proportion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Type of Financing

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

C. Deposit of Payments

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

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

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

ARTICLE III

A. World Trade

The two Parties 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 ECA 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 the commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

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

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

B. Private Trade

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

C. Self-Help

In a note of same date as this agreement, the Government of Chile describes the program it is undertaking to improve its production, storage, and distribution of agricultural commodities. ECA 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 Chile is making in carrying out such self-help measures.

D. Reporting

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

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Parties shall each establish appropriate procedures to facilitate the reconciliation of their respective records of the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and ECA 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  
initialized on behalf of the carrier,

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

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

G. Applicable Exchange Rate

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

1. As long as a unitary exchange rate system is maintained by  
the Government of Chile, 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 Parties) that  
fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Parties shall, upon request by either of them, consult  
regarding any matter arising under this agreement, including the opera-  
tion of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

ECA shall undertake such measures as may be mutually agreed prior  
to delivery for the identification of food commodities at points of

distribution in the importing country, and for publicity as provided for in subsection 103(l) of the Act.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table

<u>Commodity</u>	<u>Supply Period</u> (Calendar Year)	<u>Approximate Maximum Quantity</u> (metric tons)	<u>Maximum Export Market Value</u> (In thousands)
Wheat and/or Wheat Flour	1967 and 1968	120,000	\$ 7,760
Corn/Grain Sorghums	1967 and 1968	25,000	1,393
Soybean/Cotton Seed Oil	1967 and 1968	15,000	4,300
Tobacco	1967 and 1968	600	1,786
Non Fat Dry Milk	1967 and 1968	3,000	1,375
Ocean Transportation (estimated)			986
			\$ 17,600

With respect to the above mentioned commodities, the two Parties will review during January-March quarter in 1968, supply and requirement factors and related matters, including normal patterns of trade with countries friendly to the United States of America, and agree upon necessary adjustments of composition and appropriate maximum quantities of these commodities.

ITEM III. Payment Terms

Dollar Credit

1. Initial Payment - 10 percent
2. Number of Installment Payments - 19
3. Amount of each Installment Payment - Approximately equal annual amounts
4. Due Date of First Installment Payment - March 31 immediately following the calendar year of shipment
5. Interest Rate - 2½ percent

ITEM III. Usual Marketing Table

<u>Commodity</u>	<u>Import Period</u> (Calendar Year)	<u>Usual Marketing Requirement</u> (Metric Tons) (For each calendar year)
Wheat and/or Wheat Flour	1967 and 1968	150,000
Edible Vegetable Oils and Oil Bearing Materials	1967 and 1968	15,000 (of which at least 5,000 MT shall be imported from the USA)
Tobacco	1967 and 1968	615 (of which at least 510 MT shall be imported from the USA) <sup>1/</sup>
Dry Milk (including nonfat and partially skimmed dry milk)	1967 and 1968	7,700 (of which at least 2,700 MT shall be imported from the USA)

Each of the above usual marketing requirements will be effective during the year or years in which the related PL-480 commodity is shipped. With respect to these usual marketing requirements, the two Parties will review during the January-March quarter in 1968, the normal patterns of trade with countries friendly to the United States of America and determine any necessary adjustments of composition and the amounts of these usual marketing requirements.

ITEM IV. Export Limitations

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

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<sup>1/</sup> Of which 260 MT is the usual U.S. share and 250 MT is carried over from preceding years as explained above. [Footnote in the original.]

B. For the purpose of Part I, Article III A(3) of the Agreement, the commodities considered to be the same as, or like, the commodities financed under this agreement are as follows: for wheat and/or wheat flour - wheat and wheat products and rice; for corn/grain sorghum - corn, feed barley and rye; for non-fat dry milk - dairy products; and for soybean/cottonseed oil - edible vegetable oils and oil bearing materials.

**PART III - FINAL PROVISIONS**

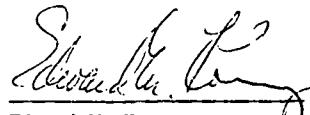
A. This agreement may be terminated by either Party by notice of termination to the other Party. Such termination will not reduce any financial obligations ECA has incurred as of the date of termination.

B. This agreement shall enter into force upon signature.

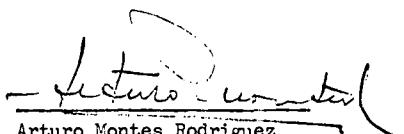
IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Santiago, in duplicate, in the English and Spanish languages, each text having equal authority, this 29th day of December, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

  
Edward M. Korry  
Ambassador of the United  
States of America

FOR EMPRESA DE COMERCIO  
AGRICOLA

  
Arturo Montes Rodriguez  
Executive Vice-President of  
Empresa de Comercio Agricola

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

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

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

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

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

This principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this

agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

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

4. ECA shall deposit the proceeds from its sale of commodities financed under this agreement (upon the sale of the commodities within the importing country) in a special account that will be used for the sole purpose of holding the proceeds covered by this paragraph. Withdrawals from this account shall be made for the economic development purposes specified in the Government of Chile's note of the same date as this agreement in accordance with procedures mutually satisfactory to the two Parties. The total amount deposited under this paragraph shall not be less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities including the related ocean transportation costs other than the ocean freight differential. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned to private or nongovernmental organizations shall be loaned at rates of interest approximately equivalent to those

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

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

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

a. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

ACUERDO PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y la Empresa de Comercio Agrícola (de aquí en adelante denominada ECA),

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

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

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

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

Deseando dejar sentadas las bases de entendimiento que regularán las ventas de productos agrícolas al país importador, de acuerdo con

el Titulo I de la Ley de Ayuda y Desarrollo del Comercio Agrícola, con sus enmiendas (de aquí en adelante denominada la Ley), y las medidas que se tomarán para fomentar las políticas señaladas anteriormente;

Han acordado lo siguiente:

**PARTE I - DISPOSICIONES GENERALES**

**ARTICULO I**

A. El Gobierno del país exportador se compromete a financiar la venta de productos agrícolas a ECA y/o compradores autorizados por ECA de conformidad con los términos y condiciones del presente Acuerdo, incluyéndose el anexo que forma parte integral del presente Acuerdo.

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

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

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

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

E. El valor de la cantidad total de cada producto incluido en las autorizaciones de compra para un tipo específico de financiamiento

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

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

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

H. El financiamiento, la venta y la entrega de productos bajo el presente Acuerdo podrán darse por terminados por cualquiera de las dos

Partes si dicha Parte determinare que debido a que las condiciones han cambiado, es innecesario o inconveniente continuar tal financiamiento, venta o entrega.

#### ARTICULO II

##### A. Pago Inicial

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

##### B. Tipo de Financiamiento

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

##### C. Depósito de los Pagos

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

1. Los pagos en la moneda nacional del país importador (de aquí en adelante denominada moneda nacional), se depositarán a favor de los Estados Unidos de América en cuentas que devenguen interés en bancos seleccionados por el Gobierno de los Estados Unidos de América en el país importador.

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

## ARTICULO III

A. Comercio Mundial

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

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

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

3. tomar todas las medidas posibles para evitar la exportación de cualquier producto, de origen nacional o extranjero, que sea igual o parecido a los productos financiados de conformidad con el presente Acuerdo durante el período de limitación de exportaciones especificado en la tabla de limitaciones de exportaciones de la Parte II (salvo según

se especifiquen en la Parte II o cuando dicha exportación sea de otra forma específicamente aprobada por el Gobierno de los Estados Unidos de América).

B. Comercio Particular

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

C. Política Agraria

En una nota de la misma fecha de este Acuerdo, el Gobierno de Chile describe el programa que está realizando para mejorar la producción, almacenamiento, y distribución de productos agrícolas. ECA presentará, en la forma y en la fecha que sea solicitado por el Gobierno del país exportador, un informe sobre el progreso que el Gobierno de Chile está alcanzando en el cumplimiento de tal política agraria.

D. Informes

Además de cualesquier otros informes que se acuerden entre las dos Partes, ECA presentará, por lo menos trimestralmente durante el período de entregas especificado en el Punto I de la Parte II de este Acuerdo y cualquier período comparable subsiguiente durante el cual los productos comprados conforme a este acuerdo se importen o utilicen:

1. la información siguiente respecto a cada embarque de productos que se haya recibido conforme al Acuerdo: el nombre de cada barco; la fecha de llegada; el puerto de arribo; el producto recibido y su cantidad recibida; el estado en que se recibió; la fecha en que se terminó su descarga y el destino de la carga, p.ej., almacenada, distribuida localmente o, si fue enviada, a qué lugar;
2. una declaración que indique el progreso alcanzado para satisfacer las demandas normales del mercado;
3. una declaración que indique las medidas que ha tomado para aplicar las disposiciones de las secciones A 2 y 3 del presente artículo; y
4. datos estadísticos sobre importaciones y exportaciones por país

de origen o de destino de los productos que sean iguales o parecidos a los importados conforme al presente Acuerdo.

E. Procedimiento para la Conciliación y Ajuste de las Cuentas

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

F. Definiciones

Para los fines del presente Acuerdo:

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

G. Tipo de Cambio Aplicable

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

1. Siempre y cuando el Gobierno de Chile mantenga un sistema unitario de tipo de cambio, el tipo de cambio que se aplicará será el mismo que emplea la autoridad monetaria central del país importador, o su representante autorizado, para comprar divisas con moneda nacional.
2. Si el Gobierno del país importador no mantiene un sistema

unitario de tipo de cambio, el tipo de cambio que se aplicará será el que (según lo acuerden mutuamente ambas Partes) cumpla con los requisitos de la primera frase de esta sección G.

#### H. Consultas

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

#### I. Identificación y Publicidad

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

### PARTE II - DISPOSICIONES ESPECIALES

#### ITEM I. Tabla de Productos

<u>Producto</u>	<u>Período de Entrega</u> (Año calendario)	<u>Cantidad Máxima Aproximada</u> (Toneladas métricas)	<u>Valor Máximo en el Mercado de Exportación</u> (En miles)
Trigo y/o Harina de Trigo	1967 y 1968	120,000	\$ 7,760
Maiz/Sorgo	1967 y 1968	25,000	1,393
Aceite de Soya/ Aceite de Semilla de Algodón	1967 y 1968	15,000	4,300
Tabaco	1967 y 1968	600	1,786
Leche en Polvo Descremada	1967 y 1968	3,000	1,375
Transporte Marítimo (estimado)			986
			\$ 17,600

Con referencia a los productos arriba mencionados, las dos Partes estudiarán durante el trimestre Enero-Marzo 1968, los factores de entrega y demanda y otras materias relacionadas, incluyendo los patrones normales de intercambio comercial con países amigos de los Estados Unidos de América, y acordarán las modificaciones necesarias respecto a la composición y cantidades máximas aproximadas de estos productos.

ITEM II. Condiciones de Pago

Crédito en dólares:

1. Pago Inicial - 10 por ciento
2. Número de cuotas - 19
3. Monto de cada cuota - cantidades aproximadamente iguales  
cada año
4. Fecha de vencimiento de la primera cuota - el 31 de Marzo que  
que siga al año calendario en que se efectúe el embarque.
5. Interés - 2½ por ciento

ITEM III. Tabla de Demandas Normales del Mercado

<u>Producto</u>	<u>Periodo de Importación</u> (Año calendario)	<u>Demanda Normal del Mercado</u> (Toneladas métricas) (Por cada año calendario)
Trigo y/o Harina de Trigo	1967 y 1968	150,000
Aceites de Vegetales Comestibles y Oleaginosas	1967 y 1968	15,000 (de las cuales por lo menos 5,000 TM serán importadas de los Estados Unidos)
Tabaco	1967 y 1968	615 (de las cuales por lo menos 510 TM serán importadas de los Estados Unidos) <u>1/</u>
Leche en Polvo (incluyendo leche descremada y semi-descremada)	1967 y 1968	7,700 (de las cuales por lo menos 2,700 TM serán importadas de los Estados Unidos)

Cada una de las demandas normales del mercado mencionadas arriba estarán en vigencia durante el año o los años en los cuales el correspondiente producto sea embarcado bajo el PL-480. Con referencia a estas demandas normales del mercado, las dos Partes estudiarán durante el trimestre Enero-Marzo de 1968, los patrones normales del intercambio comercial con países amigos de los Estados Unidos de América y determinarán

1/ De las cuales 260 TM es la cuota usual de los Estados Unidos y 250 TM provienen de años anteriores como se explica más arriba.

las modificaciones necesarias en la composición y cantidades de estas demandas normales del mercado.

ITEM IV. Limitaciones a la Exportación

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

B. Para los propósitos de la Parte I Articulo III A(3) de este Acuerdo, los productos considerados como equivalentes o similares a los productos financiados bajo este Acuerdo son los siguientes: para el trigo y/o harina de trigo - trigo y productos de trigo y arroz; para el maíz/sorgo - maíz, cebada forrajera y centeno; para la leche en polvo descremada - productos de lechería; y para el aceite de soya/aceite de semilla de algodón - aceites vegetales comestibles y productos oleaginosos.

PARTE III - DISPOSICIONES FINALES

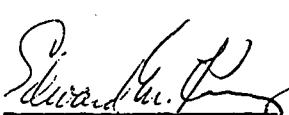
A. El presente Acuerdo podrá darse por terminado por cualquiera de las Partes por medio de una nota al efecto enviada a la otra Parte. Tal terminación no disminuirá cualquier obligación financiera en la que ECA haya incurrido antes de la fecha de terminación.

B. El presente Acuerdo entrará en vigor al firmarse.

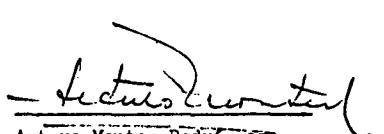
EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados al efecto, han firmado el presente Acuerdo.

HECHO en Santiago, en duplicado, en inglés y castellano, ambos textos con igual validez, el dia 29 de Diciembre de 1967.

POR EL GOBIERNO DE LOS  
ESTADOS UNIDOS DE AMERICA

  
Edward M. Korry  
Embajador de los Estados  
Unidos de América

POR LA EMPRESA DE COMERCIO  
AGRICOLA

  
Arturo Montes Rodríguez  
Vice Presidente Ejecutivo  
Empresa de Comercio Agrícola

ANEXO, RELATIVO AL CREDITO EN DOLARES DE LOS EE.UU., AL  
ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y  
ECA PARA LA VENTA DE PRODUCTOS AGRICOLAS

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

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

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

- a. La cantidad en dólares desembolsada por el Gobierno del país exportador por concepto de los productos (sin incluirse los costos de transporte marítimo) menos cualquier porción del pago inicial pagadero al Gobierno del país exportador, y
- b. Los costos del transporte marítimo financiados por el Gobierno del país exportador de conformidad con el párrafo 1 del presente Anexo (sin incluir el costo diferencial del transporte marítimo).

Este capital se pagará de acuerdo con las condiciones de pago señaladas en la Parte II del presente Acuerdo. El primer pago a plazos se ven-

cerá en la fecha que se indica en la Parte II del presente Acuerdo.

Los pagos a plazos subsiguientes se vencerán a intervalos de un año a partir de dicha fecha. Cualquier pago del capital podrá abonarse antes de la fecha de su vencimiento.

3. El interés sobre el saldo pendiente del capital adeudado al Gobierno del país exportador por los productos entregados en cada año civil conforme al presente Acuerdo comenzará en la fecha de la última entrega de tales productos en dicho año civil. El interés se pagará no más tarde de la fecha de vencimiento de cada pago a plazos de capital, excepto que si la fecha del primer pago a plazos fuere más de un año posterior a tal fecha de la última entrega, el primer pago de intereses se hará no más tarde de un año después de tal fecha de la última entrega y, de ahí en adelante, el pago de los intereses se hará no más tarde de la fecha de vencimiento de cada pago a plazos del capital.

4. ECA depositará los ingresos devengados por concepto de la venta de productos financiados bajo el presente Acuerdo (al venderse en el país importador) en una cuenta especial que se empleará con el propósito de retener únicamente los ingresos a los que se alude en este párrafo. Los retiros de fondos de esta cuenta se harán para los fines de desarrollo económico especificados en la nota del Gobierno de Chile de la misma fecha del presente Acuerdo, de conformidad con procedimientos mutuamente satisfactorios para las dos Partes. La cantidad total depositada conforme a este párrafo no será menor al equivalente, en moneda nacional, del desembolso en dólares por el Gobierno del país exportador en relación con el financiamiento de los productos, inclusive los costos de transporte marítimo de los mismos que no sea el costo diferencial del transporte marítimo. El tipo de cambio que se aplicará para computar este equivalente en moneda nacional será el mismo que emplea la autoridad central monetaria del país importador, o su agente autorizado, para vender divisas por moneda nacional en relación con la importación comercial de los mismos productos. Cualquiera parte de tales ingresos

devengados que se conceda en préstamos a organizaciones particulares o no gubernamentales se prestará a una tasa de interés aproximadamente igual a la que se cobra por préstamos de la misma naturaleza en el país importador. ECA proporcionará en la forma y en las oportunidades en que lo solicite el Gobierno del país exportador, pero con una frecuencia no inferior a la anual, informes que contengan información pertinente relativa a la acumulación y al uso de estos ingresos, inclusive información relativa a los programas para los cuales se usan estos ingresos y, cuando los ingresos se usen para préstamos, la tasa de interés que para préstamos comparables prevalece en el país importador.

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

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

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

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

**DEMOCRATIC REPUBLIC OF THE CONGO**  
**Agricultural Commodities**

*Agreement amending the agreement of March 15, 1967, as amended.*

*Effectuated by exchange of notes*

*Signed at Kinshasa December 15 and 21, 1967;*

*Entered into force December 21, 1967.*

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

No. 18

KINSHASA, December 15, 1967

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement between our two governments signed March 15, 1967 and amended April 6, June 16 and 26, 1967,<sup>[1]</sup> and propose that:

Item I of Part II of this Agreement be further amended by increasing the maximum export value of rice to \$2,905,000 and increasing the total value of commodities under the Agreement to \$10,018,000.

I propose that this note and your reply concurring therein shall constitute the agreement between our two governments to enter into force on the date of your reply.

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

RALPH J. MCGUIRE

Ralph J. McGuire  
*Charge d'Affaires, ad Interim*

His Excellency

JUSTIN-MARIE BOMBOKO

*Minister of Foreign Affairs  
Kinshasa*

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<sup>1</sup> TIAS 6329; *ante*, p. 1826.

*The Congolese Vice Minister of Foreign Affairs and Foreign Trade  
to the American Chargé d'Affaires ad interim*

RÉPUBLIQUE DÉMOCRATIQUE DU CONGO  
Gouvernement Central

MINISTÈRE DES AFFAIRES ETRANGÈRES

13412/11832/67.

21. DEC 1967

DIRECTION DE LA COOPERATION  
INTERNATIONALE.

Accord vente  
de produits agricoles.

MONSIEUR LE CHARGÉ D'AFFAIRES,

J'ai l'honneur d'accuser réception de votre lettre n° 18 du 15 décembre 1967 relative à l'accord sur les ventes de Produits Agricoles qui a été signé nos deux Gouvernements le 15 mars 1967 et amendé le 6 avril et les 16 et 26 juin 1967.

Votre lettre précitée contenait les propositions suivantes:

"Item I de la Partie II de cet Accord soit ultérieurement amendé par l'augmentation de la valeur maximum d'Exportation de riz de \$2.905.000 et l'augmentation de la valeur totale des marchandises sous cet Accord de \$10.018.000."

Je vous donne l'approbation du Gouvernement Congolais à ces propositions; cette approbation et la présente note constituent l'accord qui entrera en vigueur entre nos deux Gouvernements à la date de ce jour.

Veuillez agréer, Monsieur le Chargé d'Affaires, l'assurance de ma très haute considération.

J UMBA DI LUTETE

J. Umba di Lutete

*Le Vice Ministre des Affaires Etrangères  
et du Commerce Exterieur*

[SEAL]

A Monsieur RALPH J. McGUIRE

*Chargé d'Affaires a.i.  
des Etats-Unis  
à Kinshasa.*

*Translation*

DEMOCRATIC REPUBLIC OF THE CONGO  
MINISTRY OF FOREIGN AFFAIRS  
INTERNATIONAL COOPERATION ADMINISTRATION

13412/11832/67

DECEMBER 21, 1967

Agreement on sales of  
agricultural commodities

## MR. CHARGÉ D'AFFAIRES:

I have the honor to acknowledge receipt of your note No. 18, dated December 15, 1967, relating to the Agreement on Sales of Agricultural Commodities signed by our two Governments on March 15, 1967, and amended on April 6 and June 16 and 26, 1967.

Your note contained the following proposals:

[For the text of the proposals, see p. 3138.]

I hereby convey the Congolese Government's concurrence in these proposals; that concurrence, and this note, constitute an Agreement between our two Governments, to enter into force on today's date.

Accept, Sir, the assurance of my very high consideration.

J UMBA DI LUTETE

J. Umba di Lutete,  
*Vice Minister of Foreign  
Affairs and Foreign Trade*

[SEAL]

Mr. RALPH J. MCGUIRE,  
*Chargé d'Affaires ad interim*  
*of the United States,*  
*Kinshasa.*

**CEYLON**

**Agricultural Commodities**

*Agreement signed at Colombo October 27, 1967;  
Entered into force October 27, 1967.*

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**AGREEMENT  
BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND  
THE GOVERNMENT OF CEYLON  
FOR  
SALES OF AGRICULTURAL COMMODITIES**

**AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF CEYLON FOR SALES OF AGRICULTURAL COMMODITIES**

The Government of the United States of America and the Government of Ceylon,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Ceylon (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, including the applicable annex which is an integral part of this agreement.

<sup>1</sup> 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

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

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

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

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

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

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

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

States dollars, for the estimated cost of ocean transportation for such commodities.

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

## ARTICLE II

### A. Initial Payment

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

### B. Type of Financing

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

### C. Deposit of Payments

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

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

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

## ARTICLE III

### A. World Trade

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

this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.
2. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America); and
3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as, or like, the commodities financed under this agreement during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

#### B. Private Trade

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

#### C. Self-help

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

#### D. Reporting

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

1. the following information in connection with each shipment of commodities received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped;
2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;
3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and
4. statistical data on imports and exports by country of origin or destination of commodities which are the same as or like those imported under the agreement.

#### E. Procedures for Reconciliation and Adjustment of Accounts

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

#### F. Definitions

For the 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.

#### C. Applicable Exchange Rate

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

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate

will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

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

#### H. Consultation

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

#### I. Identification and Publicity

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

### PART II – PARTICULAR PROVISIONS

#### ITEM I. – Commodity Table:

Commodity	Supply Period (Calendar Years)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat flour	1967 and 1968	80,000 Metric Tons	\$ 6.81
Corn	1967 and 1968	5,000 Metric Tons	.36
Ocean transportation (estimated)			2.80
Total			\$ 9.97

During the first quarter of Calendar Year 1968, the two Governments will review commodity requirements, supply factors, and related matters, and determine any necessary adjustments of the approximate maximum quantities of the commodities to be supplied during Calendar Year 1968.

#### ITEM II. – Payment Terms:

##### Dollar Credit

1. Initial Payment – None
2. Number of Installment Payments – 19
3. Amount of each Installment Payment – First three, \$100,000 each; balance in 16 approximately equal annual amounts.
4. Due Date of First Installment Payment – 2 years after the date of last delivery in each calendar year.
5. Initial Interest Rate – 1 percent.
6. Continuing Interest Rate – 2½ percent.

**ITEM III. – Usual Marketing Table:**

<u>Commodity</u>	<u>Import Period</u> (Calendar Years)	<u>Usual Marketing Requirement</u>
Wheat flour	1967 and 1968	200,000 Metric Tons
Corn	1967 and 1968	4,000 Metric Tons

Each of the above usual marketing requirements will be effective during the year or years in which the related PL 480 commodity is shipped. Also during the first quarter review, noted in Item I. above, the two Governments will review the normal patterns of trade with countries friendly to the United States of America, and determine any necessary adjustments of the usual marketing requirements.

**ITEM IV. – Export Limitations:**

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or like commodity shall be Calendar Years 1967 and 1968 or any subsequent Calendar Year during which such commodity financed under this agreement is being imported and utilized.
- B. For the purposes of Part I, Article III A 3 of the agreement, the commodities considered to be same as, or like, the commodities financed under this agreement are: Foodgrains and products thereof including all types of wheat, wheat flour, corn, millet and rice.

**ITEM V. – Self-Help Measures:**

In furtherance of its existing policy, the Government of the importing country undertakes to:

1. Make every effort to increase paddy rice production from 50 million bushels per year to at least 70 million bushels by 1970, or about 8 percent per year.
2. Review the current and future supply situation for fertilizer and other farm chemicals, considering both imports and real and potential domestic production.
3. Make every effort to expand fertilizer utilization from 60,000 tons per year to approximately 150,000 tons by 1970.
4. Create a favorable climate for domestic or foreign private investment in agriculture supply industries so that (a) modern agriculture can be developed without undue dependence on imported agricultural inputs, and (b) dependence on concessional food imports can be eliminated as rapidly as possible.

5. Carefully study the merits of redirecting any additional resources contemplated for the production of export crops now in surplus on the world market to alternative uses in expanding domestic food supplies, especially rice.
6. Review the adequacy of supplies of trained manpower in agriculture. Particular emphasis should be placed on evaluating the needs for personnel with vocational and university level training.

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

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

PART III – FINAL PROVISIONS

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

B. This agreement shall enter into force upon signature.

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

Done at Colombo, in duplicate, this 27th day of October 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA:

ANDREW V. CORRY

[SEAL]

FOR THE GOVERNMENT OF  
CEYLON:

GAMANI COREA

[SEAL]

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

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

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

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

- a. The dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country, and
- b. The ocean transportation costs financed by the Government of the exporting country in accordance with paragraph 1 of this annex (but not the ocean freight differential).

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

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

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

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

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

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

- a. The Payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations in the importing country, or

- b. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations.

ANDREW V. CORRY

GAMANI COREA

[SEAL]

[SEAL]

# FINLAND

## Alien Amateur Radio Operators

*Agreement effected by exchange of notes  
Signed at Helsinki December 15 and 27, 1967;  
Entered into force December 27, 1967.*

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*The Secretary General, Ministry for Foreign Affairs of Finland, to  
the American Ambassador*

MINISTÈRE DES AFFAIRES ÉTRANGÈRES  
DE FINLANDE

No. 75976

HELSINKI, December 15, 1967

YOUR EXCELLENCY,

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

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

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<sup>[1]</sup> TIAS 4893; 12 UST 2633.

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

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

Accept, Excellency, the assurances of my highest consideration.

JORMA VANAMO

Jorma Vanamo  
Secretary General

His Excellency

Mr. TYLER THOMPSON

*Ambassador of the United States of America  
Helsinki*

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*The American Ambassador to the Secretary General, Ministry for  
Foreign Affairs of Finland*

HELSINKI, December 27, 1967

No. 82

**EXCELLENCY:**

I have the honor to acknowledge the receipt of Your Excellency's note No. 75976 of December 15, 1967, in which reference is made to conversations between representatives of the Government of the United States of America and representatives of the Government of Finland relating to the possibility of concluding an agreement between the two Governments with a view to the reciprocal granting of authorizations to permit licensed amateur radio operators of either country to operate their stations in the other country, in accordance with the provisions of Article 41 of the International Radio Regulations, Geneva, 1959.

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

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<sup>1</sup> 78 Stat. 202.

1. An individual who is licensed by his Government as an amateur radio operator and who operates an amateur radio station licensed by such Government shall be permitted by the other Government, on a reciprocal basis and subject to the conditions stated below, to operate such station in the territory of such other Government.

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

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

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

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

TYLER THOMPSON

His Excellency

JORMA VANAMO,

*Secretary General,*

*Ministry for Foreign Affairs,*

*Helsinki.*

## INDONESIA

### Agricultural Commodities

*Agreement signed at Djakarta November 22, 1967;  
Entered into force November 22, 1967.*

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

The Government of the United States of America and the Government of the Republic of Indonesia, as a supplement to the Agreement for sales of Agricultural Commodities between the two Governments signed on September 15, 1967<sup>[1]</sup> (hereinafter referred to as the September Agreement), have agreed to the sales of commodities specified below. This supplementary agreement shall consist of the Preamble, Parts I and III, and the Convertible Local Currency Credit Annex of the September Agreement, together with the following Part II.

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. Commodity Table:

###### Convertible Local Currency Credit Terms

Commodity	Supply Period	Approximate Maximum Quantity	Maximum Export Market Value
Bulgur	U.S. Fiscal Year 1968	15,000 Metric Tons	\$1,300,000
Ocean transportation (estimated)			253,000
Total:			\$1,553,000

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<sup>1</sup> TIAS 6346, 6401; *ante*, pp. 2393, 3100.

**ITEM II. Payment Terms:****Convertible Local Currency Credit**

1. Initial Payment – None
2. Number of Installment Payments – 31
3. Amount of each Installment Payment – Approximately equal annual amounts
4. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 per cent
6. Continuing Interest Rate – 2½ per cent

**ITEM III. Usual Marketings:**

There are no unusual marketings.

**ITEM IV. Export Limitations:**

A. With regards to each commodity financed under this agreement, the export limitation period for the same or like commodities shall be the period beginning on the date of this agreement and ending on the final date on which the commodity financed under this agreement is imported and utilized.

B. For the purposes of Part I, Article III A 3 of the Agreement, the commodities to be the same as, or like, the commodities imported under this agreement are: wheat and wheat products.

**ITEM V. Self-Help Measures:**

The self-help measures for this supplementary agreement are the same as those set forth in Item V, Part II of the September Agreement.

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

For economic development purposes as may be mutually agreed upon including use for the self-help measures included in Item V.

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

Done at Djakarta, in duplicate, this Twenty-second day of November, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE  
REPUBLIC OF INDONESIA

MARSHALL GREEN

ADAM MALIK

# ITALY

## Education: Financing of Exchange Programs

*Agreement amending the agreement of December 18, 1948,  
as amended.*

*Effectuated by exchange of notes*

*Signed at Rome October 12 and December 6, 1967;*

*Entered into force December 6, 1967.*

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

No. 324

ROME, October 12, 1967

**EXCELLENCY:**

I have the honor to refer to the Agreement between the United States of America and the Republic of Italy, signed December 18, 1948, as amended,<sup>[1]</sup> for financing certain educational activities in the two countries.

In order to authorize the joint Commission established by the Agreement to accept and use additional funds, contributed from any source, for educational and cultural exchange activities between our two countries, it is proposed that the Agreement, as amended, be further amended as follows:

1. Article 1, as amended, is further amended by adding thereto the following as a final paragraph:

“In addition to the funds provided for in the preceding paragraphs of this Article, it is agreed that there also may be used for the purposes of the present Agreement contributions from any source.”

2. Article 2, as amended, is further amended by substituting for subsections 1 and 2 the following:

“Financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of America in Italy, and of or for citizens and nationals of Italy in United States schools and institutions of learning located in or outside the United States of America, including transportation, maintenance, tuition and other expenses incident to the scholastic activities for such citizens and nationals of each country.”

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<sup>1</sup> TIAS 1864, 3148, 3278, 4254, 6179; 62 Stat. (pt. 3) 3465; 5 UST 2913; 6 UST 2081; 10 UST 1186; 17 UST 2338.

3. Article 3, as amended, is further amended by inserting between the first and second sentences the following:

“The Commission may also receive contributions from any source.”

4. Article 10 is amended by adding at the end thereof the following new sentence:

“The Government of Italy will each year provide facilities to the Commission for the conversion into United States dollars of a mutually determined portion of the funds of the Commission.”

If the above meets with the approval of the Government of Italy, 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 take effect on the date of Your Excellency's note in reply.

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

G. FREDERICK REINHARDT

His Excellency

AMINTORE FANFANI,  
*Minister of Foreign Affairs,*  
*Rome.*

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

IL MINISTRO DEGLI AFFARI ESTERI

016/02719/1

ROMA, 6 dicembre 1967

ECCellenza,

ho l'onore di accusare ricevuta della Sua lettera in data 12 ottobre 1967 del seguente tenore:

“Ho l'onore di riferirmi all'Accordo tra il Governo degli Stati Uniti d'America ed il Governo della Repubblica Italiana, firmato il 18 dicembre 1948, ed ai relativi emendamenti, per il finanziamento di attività culturali nei due Paesi.

“Al fine di autorizzare la Commissione mista istituita con il predetto Accordo ad accettare ed usare, per la realizzazioni di programmi di scambi culturali tra i nostri due Paesi, fondi addizionali provenienti a titolo di contributo da qualsiasi fonte, si propone che l'Accordo in questione con i relativi emendamenti sia ulteriormente modificato come segue:

1. — L'Art.1, già modificato, è ulteriormente emendato mediante l'aggiunta del seguente paragrafo finale:

"In aggiunta ai fondi previsti nei paragrafi precedenti del presente articolo, si conviene che potranno inoltre essere utilizzati per gli scopi del presente Accordo contributi provenienti da qualsiasi fonte."

2. – L'Articolo 2, già modificato, è ulteriormente emendato sostituendo alle sottosezioni 1 e 2 quanto segue :

"Finanziare studi e ricerche nonchè l'istruzione ed altre attività culturali di cittadini o sudditi degli Stati Uniti d'America in Italia; oppure di cittadini italiani presso scuole ed istituti di istruzione statunitensi con sede all'interno o fuori degli Stati Uniti d'America; includendo le spese di trasporto, mantenimento, insegnamento e le altre spese relative alle attività di studio per i predetti cittadini e "nationals" di entrambi i Paesi."

3. – L'Articolo 3, già modificato, è ulteriormente emendato inserendo tra la prima e la seconda frase quanto segue :

"La Commissione potrà inoltre ricevere contributi da qualsiasi fonte."

4. – L'Articolo 10 è emendato aggiungendo alla fine la seguente nuova frase:

"Il Governo Italiano darà modo ogni anno alla Commissione di procedere alla conversione in dollari USA di una aliquota, stabilita di comune accordo, dei fondi della Commissione."

"Se quanto sopra incontra il consenso del Governo italiano, ho l'onore di proporre che questa Nota e la Nota di risposta di Vostra Eccellenza costituiscano un accordo tra i nostri due Governi che entrerà in vigore alla data della risposta di Vostra Eccellenza."

Sono lieto di comunicare a Vostra Eccellenza il consenso del Governo Italiano alle proposte sopra riferite, relative ad ulteriori emendamenti all'Accordo del 18 dicembre 1948.

La prego di gradire, Eccellenza, i sensi della mia più alta considerazione.

FANFANI

S.E. il Signor

G. FREDERICK REINHARDT

*Ambasciatore degli Stati Uniti d'America*

*Roma*

*Translation*

MINISTRY OF FOREIGN AFFAIRS

016/02719/1

ROME, December 6, 1967

**EXCELLENCY:**

I have the honor to acknowledge receipt of your note dated October 12, 1967, which reads as follows:

[For the English language text of the note, see p. 3158.]

I am happy to inform Your Excellency that the Italian Government agrees to the above-stated proposals for the further amendment of the Agreement of December 18, 1948.

Accept, Excellency, the assurances of my highest consideration.

FANFANI

His Excellency

G. FREDERICK REINHARDT,  
*Ambassador of the United States of America,*  
*Rome.*

## UNION OF SOVIET SOCIALIST REPUBLICS

### Fisheries: Northeastern Part of the Pacific Ocean off the United States Coast

*Agreement extending the agreement of February 13, 1967.*

*Signed at Washington December 18, 1967;*

*Entered into force December 18, 1967.*

*With exchange of letters relating thereto and to the agreement  
of December 14, 1964.*

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#### AGREEMENT ON EXTENDING THE VALIDITY OF THE AGREEMENT OF FEBRUARY 13, 1967, BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS ON CERTAIN FISHERY PROBLEMS IN THE NORTHEASTERN PART OF THE PACIFIC OCEAN OFF THE COAST OF THE UNITED STATES OF AMERICA

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

Having reviewed the operation of the agreement relating to fishery problems in the northeastern part of the Pacific Ocean off the coast of the United States of America, dated February 13, 1967, [<sup>1</sup>] in accordance with Article 11 of that agreement,

Have agreed on the following:

The period of validity of the Agreement of February 13, 1967, on Certain Fishery Problems in the Northeastern Part of the Pacific Ocean Off the Coast of the United States of America is extended for one year. Representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement for the purpose of reviewing the operation of the Agreement and to decide on future arrangements.

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<sup>1</sup> TIAS 6218; *ante*, p. 100.

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

DONE in duplicate at Washington, December 18, 1967, in the English and Russian languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

*Donald L. McKernan* [¹]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

 [²]

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<sup>¹</sup> Donald L. McKernan  
<sup>²</sup> M. N. Sukhoruchenko

С О Г Л А Ш Е Н И Е

о продлении срока действия Соглашения 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 от 13 февраля 1967 года

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,  
 рассмотрев вопрос осуществления Соглашения от 13 февраля 1967 года относительно рыболовства в северо-восточной части Тихого океана у побережья Соединенных Штатов Америки в соответствии со статьей II указанного Соглашения,  
 согласились о нижеследующем:

Срок действия Соглашения по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья США от 13 февраля 1967 года продлевается на один год.

Представители обоих Правительств встретятся во взаимоприемлемое время до истечения срока действия указанного Соглашения с тем, чтобы рассмотреть вопрос, как осуществляется Соглашение, и принять решение о дальнейших мероприятиях.

В удостоверение чего нижеподписавшиеся, будучи должностным образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Вашингтоне 18 декабря 1967 года в двух экземплярах, каждый на английском и русском языках, причем оба текста равно аутентичны.

По уполномочию  
правительства США

*Donald L. McRae*

По уполномочию  
Правительства СССР



*The Deputy Minister of Fisheries of the Union of Soviet Socialist Republics to the Special Assistant to the Secretary for Fisheries and Wildlife [<sup>1</sup>]*

Вашингтон, 18 декабря 1967 года.

Уважаемый господин Посол,

В связи с подписанием сегодня Соглашения о продлении на один год срока действия Соглашения между Правительством СССР и Правительством США по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья США от 13 февраля 1967 года, а также в связи с обсуждением вопросов осуществления Соглашения между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки по рыболовству в северо-восточной части Тихого океана от 14 декабря 1964 года, которое состоялось на прошлой неделе, имею честь подтвердить следующую договоренность:

1. Советские власти не намереваются изменять способы оснастки и работы донными тралами, применяемые советским рыболовным флотом в водах у тихоокеанского побережья Соединенных Штатов, в 1968 году.

2. Советские власти не намереваются проводить специализированного промысла морского окуня в водах у побережья штатов Орегон и Вашингтон к югу от 48°10' северной широты в 1968 году.

3. Советские власти согласны продлить до 13 февраля 1969 года срок действия Соглашения по рыболовству в северо-восточной части Тихого океана от 14 декабря 1964 года.

С уважением,

М.Сухорученко  
Заместитель Министра  
рыбного хозяйства СССР

Г-ну Дональду М.Маккернану,  
Специальному помощнику Государственного  
Секретаря по вопросам рыболовства и  
живого мира

<sup>1</sup> For the English language text, see *post*, p. 3166.

*The Special Assistant to the Secretary for Fisheries and Wildlife to  
the Deputy Minister of Fisheries of the Union of  
Soviet Socialist Republics*

DEPARTMENT OF STATE  
WASHINGTON  
December 18, 1967

DEAR MR. MINISTER:

I refer to your letter of December 18, 1967 which reads as follows:

"In connection with the signing today of an agreement extending for a period of one year the validity of the Agreement of February 13, 1967 between the Government of the USSR and the Government of the USA on certain fishery problems in the northeastern part of the Pacific Ocean off the coast of the United States and in connection with discussions during the past week regarding the operation of the Agreement of December 14, 1964 [¹] between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America relating to fishing operations in the northeastern Pacific Ocean, I have the honor to confirm the following understandings:

1. Soviet authorities do not intend to alter the manner in which bottom trawl gear is rigged and operated by the Soviet fishing fleet operating in waters off the Pacific coast of the United States in 1968.
2. Soviet authorities do not intend to conduct a specialized fishery for ocean perch in the waters off Oregon and Washington south of 48° 10' north latitude during 1968.
3. Soviet authorities agree to continue the period of validity of the Agreement of December 14, 1964 relating to fishing operations in the northeastern Pacific Ocean until February 13, 1969."

I am pleased to inform you that the above understandings are acceptable to the Government of the United States of America.

Sincerely yours,

DONALD L. MCKERNAN

Donald L. McKernan  
*Special Assistant  
for Fisheries and Wildlife  
to the Secretary*

His Excellency

M. N. SUKHORUCHENKO

*Deputy Minister of Fisheries  
of the Union of Soviet Socialist Republics*

<sup>1</sup> TIAS 5703; 15 UST 2179.

# REPUBLIC OF CHINA

## Visas

*Agreement amending the agreement of December 20, 1955, and February 20, 1956.*

*Effectuated by exchange of notes*

*Dated at Taipei July 11, October 17, and December 7, 1956;  
Entered into force January 1, 1957.*

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*The American Embassy to the Chinese Ministry of Foreign Affairs*

No. 57

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China and has the honor to refer to the existing agreement between the Governments of the Republic of China and the United States of America [¹] concerning the fees to be charged and the validity of nonimmigrant visas issued to nationals of both countries on a reciprocal basis.

Recently, an amendment to the United States Information and Educational Exchange Act of 1948 [²] was passed by the 84th Congress of the United States, and new regulations have been established to govern the entry into the United States of persons classifiable as exchange-visitors. Exchange-visitors would be considered to include students, trainees, teachers, guest instructors, professors, and leaders in fields of specialized knowledge or skill, who seek to enter the foreign country concerned under programs of cultural exchange which have been approved by appropriate officials of the foreign country.

Under the new regulations, for the time being, exchange-visitor visas will be issued for the period of validity and the number of applications for admission now prescribed for student visas. Under the existing agreement between the Governments of the Republic of China and the United States of America it is prescribed that student visas be issued valid for forty-eight months and for multiple applications for admission, no fee being charged. Also, exchange-visitor visas are to be issued valid for twelve months and for a single application for admission, without fee. The Embassy requests the Ministry to indicate whether it would be agreeable to amending the existing agreement to

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<sup>¹</sup> Effectuated by exchange of notes of Dec. 20, 1955, and Feb. 20, 1956. TIAS 3539; 7 UST 585.

<sup>²</sup> 62 Stat. 6, 70 Stat. 241; 22 U.S.C. § 1431 note.

the effect that exchange-visitors visas be issued valid for forty-eight months and for multiple applications for admission, without fee. If persons do not ordinarily enter Taiwan from the United States for purposes which would make them classifiable as exchange-visitors, it is requested that the Ministry set out the conditions which would govern the issuance of visas in this category if requests for such visas are made by United States citizens or nationals.

*P.W.M.*

AMERICAN EMBASSY,  
Taipei, July 11, 1956

The Chinese Ministry of Foreign Affairs to the American Embassy

節  
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外(45)秘三  
011624

外交部茲向美國大使館致意并聲明：關於美國政府提議修改現行「中美護照簽證互惠辦法」事，美國大使館第五十七號節略備悉。

美國政府所提修改現行「中美護照簽證互惠辦法」規定中有謂交換訪問者之簽證效期為四十八個月，免費，入境不限次數一節，中國政府表示同意，并擬定自明年一月一

日起凡有美國學生、受訓人員、教員、講師、教授及有專門學識或技能之領袖人員如在美國交換訪問計畫下經由美國適當機構之核可，其申請來華探亦予以效期四十八個月、免費入境不限次數交換訪問者之簽證，相應略達即請查照見復為荷。



*Translation*

## MINISTRY OF FOREIGN AFFAIRS

No. Wai-(45)-Li-3-011624

TAIPEI, October 17, 1956

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the Embassy's Note No. 57 concerning the United States Government's proposal to amend the "Sino-American Agreement on the Reciprocal Issuance of Passport Visas" presently in effect.

The Chinese Government agrees to the United States Government's proposal to amend the "Sino-American Agreement on the Reciprocal Issuance of Passport Visas" to provide for exchange-visitor visas to be issued valid for 48 months, without fee and for unlimited entries. Beginning from January 1st next year, the Chinese Government proposes also to issue exchange-visitor visas valid for 48 months, without fee and for unlimited entries, to all American students, trainees, teachers, instructors, professors, and leaders in fields of specialized knowledge or skill, who apply to enter China, under American exchange-visitor programs which have been approved by appropriate American organizations.

A reply would be appreciated.

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*The American Embassy to the Chinese Ministry of Foreign Affairs*

Note No. 34

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of China and has the honor to refer to the Ministry's Note No. Wai-(45)-Li-3-011624 dated October 17, 1956, regarding the issuance of exchange-visitor visas on a reciprocal basis, to be effected by amending the existing agreement between the Governments of the Republic of China and the United States of America concerning the fees to be charged and the validity of nonimmigrant visas issued to nationals of both countries.

The Department of State has informed the Embassy that it is agreeable to the proposal of the Chinese Government contained in the Ministry's Note and will notify all diplomatic and consular establishments of the United States to issue to Chinese nationals exchange visitor visas which are valid for 48 months and for multiple applications for entry, without fee, effective January 1, 1957.

AMERICAN EMBASSY,  
Taipei, December 7, 1956

REPUBLIC OF CHINA

Loan of Vessel: U.S.S. RILEY

*Agreement effected by exchange of notes  
Signed at Taipei December 7 and 15, 1967;  
Entered into force December 15, 1967.*

*The American Ambassador to the Chinese Minister of Foreign Affairs.*

No. 13

TAIPEI, December 7, 1967

EXCELLENCY:

I have the honor to refer to the request of the Government of the Republic of China for the loan of a naval vessel and to propose that the vessel listed in the Annex hereto be loaned by the Government of the United States of America upon the understanding that the terms and conditions of loan applicable to the aforementioned vessel shall be those specified in the agreement effected by an exchange of Notes between our two Governments signed at Taipei on February 7, 1959, as extended.<sup>[1]</sup>

If the foregoing proposal is acceptable to your Government, I further have the honor to propose that this Note and Your Excellency's Note in 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.

WALTER P. McCONAUGHEY

Attachment:  
Annex

His Excellency  
WEI TAO-MING,  
*Minister of Foreign Affairs,  
Taipei.*

ANNE~~X~~ to Embassy Note No. 13 of December 7, 1967.

U.S.S. RILEY (DE-579)

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<sup>1</sup> TIAS 4180, 5771; 10 UST 177; 16 UST 126.

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貴大使來照與本部長之復照即構成

貴我兩國政府間之一項協定，自本日起生效。

本部長順向

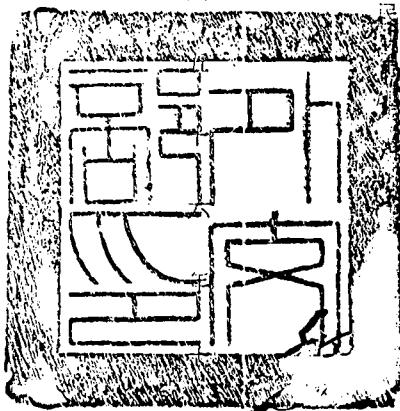
貴大使重表崇高之敬意。

此致

美利堅合衆國駐中華民國

中華民國

附件



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

照會

外<sup>(56)</sup>北美一

逕復者：接准

費大使本年十二月七日第十三號照會內開：

『關於 貴國政府洽請借貸海軍船隻事，本大使茲建議依照 貴我兩國政府於中華民國

四十八年二月七日在台北換文成立並經展期之協定所規定之各項借貸條件，將本附件所列之  
船隻貸予 貴國。本大使茲並建議 貴國政府接受，則本照會與 閣下表示同意之復照即構  
成兩國政府間之一項協定，並自 閣下復照之日起生效。』等由。

本部長茲代表中華民國政府接受上開各項了解，並證實

*Translation*

MINISTRY OF FOREIGN AFFAIRS  
Republic of China

**Note**

No. Wai (56) Pei Mei-1-22899

TAIPEI, December 15, 1967

**EXCELLENCY:**

I have the honor to acknowledge receipt of Your Excellency's note No. 13 of December 7, 1967, which reads as follows:

[For the English language text, see p. 3170.]

In reply, I have the honor to accept on behalf of the Government of the Republic of China the foregoing understanding and to confirm that Your Excellency's note and my note in reply shall constitute an agreement between our two Governments which shall enter into force from today's date.

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

WEI TAO-MING

Attachment:  
Annex

His Excellency

WALTER P. McCONAUGHEY,  
*Ambassador of the United States of America,*  
*Taipei.*

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**ANNEX**

U.S.S. RILEY (DE-579)

# MALAGASY REPUBLIC

## Tracking Station

*Agreement amending and extending the agreement of October 7, 1963, as amended.*

*Effectuated by exchange of notes*

*Signed at Tananarive December 11 and 21, 1967;*

*Entered into force December 21, 1967.*

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*The Minister of State for Foreign Affairs of the Malagasy Republic  
to the American Ambassador [1]*

RÉPUBLIQUE MALGACHE  
Fahafahana-Tanindrazana-Fandrosoana

MINISTÈRE  
DES AFFAIRES ÉTRANGÈRES

N° 1022/67-A.E./DRE/AP1

TANANARIVE, le 11 Dec 1967

EXCELLENCE,

En référence à votre Note N° 148 du 28 Novembre 1967, j'ai l'honneur de vous informer que le Gouvernement de la République Malgache marque son accord pour le renouvellement jusqu'au 31 Décembre 1970 de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Malgache concernant l'établissement et le fonctionnement à Madagascar d'une station de repérage de véhicules spatiaux et de communications, conclu sous forme d'un échange de lettres signées à Tananarive le 7 Octobre 1963 et amendé par un échange de lettres en date des 27 Avril et 2 Mai 1966, sous réserve d'une nouvelle rédaction de l'article 3 b dudit Accord qui sera ainsi libellé:

Article 3 b: "Les communications destinées à la station seront acheminées par des circuits nationaux ou internationaux mis à la disposition de la NASA par l'Administration Malgache des Postes et Télécommunications. Les demandes de nouveaux circuits internationaux devront être adressées au Directeur Général des Postes et Télécommunications un an au moins avant la date de mise en service envisagée. Le Gouvernement des Etats-Unis s'engage à faire connaître au Gouvernement de la République Malgache ses prévisions concernant les circuits internationaux nécessaires au fonctionnement de la station pendant les années à venir, afin que le plan de développement

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<sup>1</sup> For the English language text, see p. 3176.

ment du réseau international de Télécommunications de la République Malgache puisse tenir compte de ces prévisions.

En cas d'urgence, le Gouvernement de la République Malgache autorise le Gouvernement des Etats-Unis à effectuer temporairement les liaisons à partir de la station. Dans cette éventualité une redevance forfaitaire sera fixée d'un commun accord."

Si les dispositions ci-dessus rencontrent l'agrément du Gouvernement des Etats-Unis, j'ai l'honneur de proposer que la présente lettre et votre réponse dans ce sens constituent un accord entre nos deux Gouvernements, lequel entrera en vigueur à la date de la correspondance contenant votre réponse et fera partie intégrante de l'Accord sous forme d'échange de lettres sus-visé du 7 Octobre 1963.

Il demeure entendu qu'un éventuel renouvellement de l'Accord sus-visé, donné pour jusqu'au 31 Décembre 1970, devra faire l'objet de négociations entre les deux Gouvernements.

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

JACQUES RABEMANANJARA

[SEAL]

Jacques Rabemananjara  
*Le Ministre d'Etat  
aux Affaires Etrangères*

Son Excellence Monsieur DAVID S. KING

*Ambassadeur des Etats-Unis d'Amérique  
Tananarive*

*The American Ambassador to the Minister of State for Foreign Affairs  
of the Malagasy Republic*

Note No. 174

TANANARIVE, December 21, 1967

EXCELLENCY,

I have the honor to refer to my Embassy's Note No. 148, dated November 28, 1967,<sup>1</sup> and to your Note in reply No. 1022/67-A.E./DRE/AP1 of December 11, 1967, which latter note reads as follows:

TANANARIVE, December 11, 1967

EXCELLENCY,

"In reference to your Note No. 148 of November 28, 1967, I have the honor to inform you that the Government of the Malagasy Republic signifies its agreement to the renewal until December 31, 1970 of the Agreement between the Government of the United States of America and the Government of the Malagasy Republic concerning the establishment and operation in Madagascar of a space vehicle tracking and communications station, concluded in the form of an exchange of notes signed at Tananarive on October 7, 1963, and amended by an exchange of notes dated April 27 and May 2,

<sup>1</sup> Not printed.

1966,<sup>[1]</sup>] subject to a redrafting of Article 3b of the said Agreement, which shall be worded as follows:

“Article 3b: Communications to the station shall utilize domestic or international circuits put at the disposal of NASA by the Malagasy Administration of Posts and Telecommunications. Requests for new international circuits must be addressed to the Director General of Posts and Telecommunications at least one year before the date envisaged for putting them into operation. The United States Government undertakes to inform the Government of the Malagasy Republic of its estimates concerning the international circuits necessary for the operation of the station during the years to come, so that the development plan for the Malagasy Republic's international telecommunications network may take these estimates into account.

In case of emergency, the Malagasy Republic authorizes the United States Government temporarily to operate communications direct from the station. In that event a lump sum fee shall be fixed by mutual agreement.”

“If the foregoing provisions are acceptable to the United States Government, I have the honor to propose that this note and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of the Note containing your reply, and will form an integral part of the Agreement effected by the above-mentioned exchange of notes of October 7, 1963.

“It remains understood that a possible further renewal of the above-mentioned Agreement granted up to December 31, 1970 must be the subject of negotiations between the two Governments.

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

I have the honor to inform you that the Government of the United States of America signifies its approval of the provisions contained in the foregoing Note No. 1022/67-A.E./DRE/AP1 of December 11, 1967. That Note constitutes, together with this reply, an agreement in good and due form between our two Governments, which will take effect on the date of this Note, and will become an integral part of the aforesaid Agreement accomplished through an exchange of letters under date of October 7, 1963.

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

DAVID S. KING

*Ambassador of the  
United States of America*

His Excellency

JACQUES RABEMANANJARA

*Minister of State for Foreign Affairs  
Tananarive*

<sup>1</sup> TIAS 5473, 6024; 14 UST 1692; 17 UST 733.

## SAUDI ARABIA

### Television System and Radio Facility in Saudi Arabia

*Agreement amending the agreement of December 9, 1963, and  
January 6, 1964, as extended.*

*Effectuated by exchange of notes*

*Signed at Jidda May 23 and 28, 1967;  
Entered into force May 28, 1967.*

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*The American Ambassador to the Deputy Minister of Foreign Affairs  
of Saudi Arabia*

No. 796

JIDDA, May 23, 1967

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia effected by an exchange of notes signed at Jidda on December 9, 1963, and January 6, 1964, for the Establishment of a Television System in Saudi Arabia, and to the exchange of notes in extension thereof signed June 27 and July 30, 1966, [<sup>1</sup>] and to our discussion of May 4, 1967, in which Your Excellency expressed the desire of the Saudi Arabian Government to extend the aforementioned agreement to include certain other undertakings associated with the Television System.

I have the honor to propose that pursuant to the request of the Government of the Kingdom of Saudi Arabia the agreement be amended so as to provide that the undertakings for which the United States Government will assume the responsibility for contracting shall include the design and construction of additional television supporting facilities as mutually agreed and of a radio facility complex consisting of an administration building, broadcasting studio building, power building and other supporting facilities as mutually agreed.

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<sup>1</sup> TIAS 5659, 6071; 15 UST 1864; 17 UST 1137.

This note and Your Excellency's reply thereto concurring therein shall constitute an amendment of the aforementioned agreement between our two Governments and shall enter into force upon the date of Your Excellency's reply.

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

HERMANN FREDERICK EILTS

His Excellency

OMAR SAKKAF,

*Deputy Minister of Foreign Affairs,  
Jidda.*

*The Deputy Minister of Foreign Affairs of Saudi Arabia to the American Ambassador*

٢٨٤٣ - ١٧٨ / ٨٧	الرقم
٨٧	التاريخ
٢٠٠٢	المواافق
٢٠٠٢	المرفقات

الله يصمد لله  
وزارة الخارجية

صاحب السعادة

بالإشارة إلى كتابكم رقم ٢٦١ تاريخ ١٩٦٢/٥/٢٣ المعطوف على  
الحادي عشر الذي دارت بهم ب بتاريخ ٤ مايو ١٩٦٢ ام بشأن رغبة حكومتكم  
جلالة الملك بأن يعلن سلاح المهندسين الأمريكيين القائم بتركيب بعض المشاريع  
الكلية للشبكة التليفزيونية في المملكة وهي كالتالي :-

- ١ - إنشاء محطات للقيقة في كل من مكة المكرمة / الطائف .
- ٢ - إنشاء محطات تليفزيونية في كل من الدوحة / بيروت .
- ٣ - إقامة منشآت واستوديوهات بوزارة الإعلام بالرياض .
- ٤ - إنشاء محطة للإرسال التلفزيون في الدمام .

وإذا ان حكومة الولايات المتحدة قد وافقت بمحبتك كتابكم أعلاه على ادخال  
هذه الاضافات ضمن الاتفاقية المبرمة بين الحكومتين بتاريخ ١٩٦٢/٦/٦ .

المواافق ٢١ شعبان ١٣٨٣ هـ .  
لذلك يسرني أخبار سعادتك بموافقة حكومة الملك العربي السعودية  
على ذلك التعديل اعتباراً من تاريخ اليوم وأعتبر كتابكم المذكور أعلاه ردنا لهذا  
طلب بمثابة التعديل المطلوب على الاتفاقية آنفة الذكر .  
وأتسلوا صاحب السعادة ناعن تعليقك وواسع تحياتي وواسع تحياتي .

المنتمى .

ف/م

صاحب السعادة المستر / هيرمان فردريك آيلز  
سفير الولايات المتحدة الأمريكية - جده .

*Translation*KINGDOM OF SAUDI ARABIA  
MINISTRY OF FOREIGN AFFAIRS

No. 87/1/1/2120/2

2/18/87 H

[corresponding to 5/28/67]

**EXCELLENCY:**

In reference to your note No. 796, dated 5/23/67, relating to our discussion of May 4, 1967 concerning the desire of His Majesty's Government that the U.S. Army Corps of Engineers undertake the installation of some additional facilities to supplement the Kingdom's Television System, which are as follows:

1. Construction of power stations at Macca and El-Taif
2. Construction of television stations at Madina and Burayda
3. Construction of installations and studios for the Ministry of Information at Riyad
4. Construction of a television relay station at Dammam

And since the Government of the United States has agreed, as per your aforementioned note, to include these additions in the agreement between our two Governments effected on 21 Sha'ban, 1383 H, corresponding to January 6, 1964,

I have the pleasure to inform Your Excellency of the concurrence of the Government of the Kingdom of Saudi Arabia on the aforementioned amendment, which shall enter into force upon the date of this note, and of considering your aforementioned note and our present reply thereto as constituting the desired amendment of the aforementioned agreement.

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

OMAR SAKKAF

His Excellency

HERMANN FREDERICK EILTS,  
*Ambassador of the United States of America,  
Jidda.*

TIAS 6413

# INDIA

## Agricultural Commodities

*Agreement signed at New Delhi December 30, 1967;  
Entered into force December 30, 1967.*

### THIRD SUPPLEMENTARY 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, as a third supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on February 20, 1967<sup>[1]</sup> (hereinafter referred to as the February Agreement), have agreed to the sales of commodities specified below. This third supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the February Agreement, together with the Convertible Local Currency Credit Annex of the June 24, 1967 Agreement<sup>[2]</sup> and the following Part II:

#### PART II - PARTICULAR PROVISIONS

##### ITEM I. Commodity Table

Commodity	Supply Period (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
A. Convertible Local Currency Credit			
Wheat and/or wheat flour	1968	678, 000	\$ 42. 1
Ocean Transportation (est.)			4. 8
		Subtotal	\$ 46. 9
B. Local Currency			
Wheat and/or wheat flour	1968	2, 322, 000	\$144. 2
Grain Sorghums	1968	500, 000	24. 4
		Subtotal	\$168. 6
		TOTAL	\$215. 5

<sup>1</sup> TIAS 6221; *ante*, p. 217.

<sup>2</sup> TIAS 6338; *ante*, p. 2351.

**ITEM II. Payment Terms:****A. Convertible Local Currency Credit**

1. Initial Payment – None
2. Number of Installment Payments – 31
3. Amount of each Installment Payment – Approximately equal annual amounts
4. Due Date of First Installment Payment – 10 years after the date of last delivery of commodities in each calendar year
5. Initial Interest Rate – 2 percent
6. Continuing Interest Rate – 2½ percent

**B. Local Currency**

1. Proportions of local currency accruals indicated for specified purposes:
  - a. United States expenditures, 8 percent of which not more than \$6,163,000 shall be sold under Section 104(j) of the Act,[1] but the total available for the United States expenditures shall be not less than the amount convertible under (2) below plus the amount sold under Section 104(j).
  - b. Section 104(e) – 5 percent
  - c. Section 104(f) loans – 87 percent, subject to reduction as may be necessary to provide the local currencies required for United States expenditures under (a) above. These funds are for financing such projects as are mutually agreed by the two Governments but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for self-help measures described in Item V.
2. Convertibility
  - a. Section 104(b)(1) purposes – \$3,372,000
  - b. Section 104(b)(2) purposes – \$1,000,000
  - c. \$6,163,000 less the amount sold under Section 104(j)

**ITEM III. Usual Marketing Table**

<u>Commodity</u>	<u>Import Period</u> (United States Fiscal Year)	<u>Usual Marketing Requirements</u> (Metric Tons)
Wheat and/or wheat flour	1968	200,000

**ITEM IV. Export Limitations**

The export limitation period for commodities the same as or like any particular commodity financed under this agreement shall be the

<sup>1</sup>80 Stat. 1531; 7 U.S.C. § 1704(j).

period beginning on the date of this agreement and ending on the final date on which the relevant commodities financed under this agreement are being imported and utilized.

#### ITEM V. Self-Help Measures

The two Governments have consulted further on the problems arising out of the gap between food production and food consumption. As stated in previous agreements, the Indian Government, as part of its overall development program, is giving priority to its programs to improve production, storage and distribution of agricultural commodities, particularly food crops. As a part of these programs, the Government of India is taking steps in the following areas —

##### 1. Food Pricing and Distribution Policies —

a) To assure adequate returns to producers during the current crop year, the GOI has announced that it will purchase all foodgrains offered at no less than announced procurement price levels, even if procurement targets are exceeded.

b) To help stabilize prices and build reserves for emergencies, the GOI intends to create adequate buffer stocks as quickly as conditions will allow.

2. Agricultural Targets — In support of its program to increase food production, the GOI intends to make a further substantial increase in investment in agriculture in 1968/69 over 1967/68, and has established the following general targets for 1968/69:

a) Fertilizer availability — 1.7 million nutrient tons of nitrogen (N), 650,000 nutrient tons of phosphate ( $P_2O_5$ ), and 450,000 nutrient tons of potash ( $K_2O$ ). Of these, 655,000 nutrient tons of nitrogen and 320,000 nutrient tons of phosphate are to be produced domestically, with the gap between domestic production and target availabilities to be filled by imports, subject to availability of adequate amounts of foreign exchange.

b) Acreage to be placed under high-yielding varieties program:

	Acres (Thousands)
Rice	8,500
Wheat	5,000
Maize, Bajra and Jowar	7,500

This would be an increase of six million acres over that of 1967/68.

c) Crop Protection — 135 million acres to be covered. This would be an increase of 10 million acres over 1967/68.

d) Irrigation — an increase of 3.6 million acres over 1967/68. In addition, the Indian Government is accelerating progress on projects to improve water use techniques.

**ITEM VI. Proceeds to Constitute Resources for Economic Development**

The proceeds of commodities financed under Convertible Local Currency Credit terms will constitute an additional resource for financing India's annual and long range economic development plans, including the self-help measures referred to in this agreement.

**ITEM VII. Other Provisions**

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

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

DONE at New Delhi, India, in duplicate, this thirtieth day of December, 1967.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

JOSEPH N. GREENE Jr.

FOR THE GOVERNMENT  
OF INDIA

S. JAGANNATHAN.

## CANADA

### Double Taxation: Taxes on Income

*Convention modifying and supplementing the convention of March 4, 1942, as modified and supplemented.*

*Signed at Washington October 25, 1966;*

*Ratification advised by the Senate of the United States of America November 2, 1967;*

*Ratified by the President of the United States of America November 8, 1967;*

*Ratified by Canada December 8, 1967;*

*Ratifications exchanged at Ottawa December 20, 1967;*

*Proclaimed by the President of the United States of America December 27, 1967;*

*Entered into force December 20, 1967.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS a supplementary convention between the United States of America and Canada modifying and supplementing the convention of March 4, 1942, for the avoidance of double taxation and the prevention of fiscal evasion in the case of income taxes, as modified by supplementary conventions of June 12, 1950, and August 8, 1956, was signed at Washington on October 25, 1966 by their respective Plenipotentiaries, the original of which supplementary convention of October 25, 1966 is word for word as follows:

SUPPLEMENTARY CONVENTION  
BETWEEN THE UNITED STATES  
OF AMERICA AND CANADA  
FURTHER MODIFYING AND  
SUPPLEMENTING THE CONVENTION  
AND ACCOMPANYING PROTOCOL OF  
MARCH 4, 1942, FOR THE  
AVOIDANCE OF DOUBLE TAXATION  
AND THE PREVENTION OF FISCAL  
EVASION IN THE CASE OF INCOME  
TAXES AS MODIFIED BY THE  
SUPPLEMENTARY CONVENTION OF  
JUNE 12, 1950, AND THE  
SUPPLEMENTARY CONVENTION OF  
AUGUST 8, 1956

CONVENTION COMPLEMENTAIRE  
ENTRE LES ETATS-UNIS  
D'AMERIQUE ET LE CANADA  
MODIFIANT ET COMPLETANT DE  
NOUVEAU LA CONVENTION DU  
4 MARS 1942 ET LE PROTOCOLE  
QUI L'ACCOMPAGNE, EN VUE  
D'EVITER LA DOUBLE IMPOSITION  
ET DE PREVENIR LA FRAUDE  
FISCALE EN MATIERE D'IMPOT  
SUR LE REVENU, TELLE  
QU'ELLE A ETE MODIFIEE PAR  
LA CONVENTION COMPLEMENTAIRE  
DU 12 JUIN 1950 ET LA  
CONVENTION COMPLEMENTAIRE DU  
8 AOUT 1956

The Government of the United States of America and the Government of Canada, desiring to further modify and supplement in certain respects the Convention and accompanying Protocol for the avoidance of double taxation and the prevention of fiscal evasion in the case of income taxes signed at Washington on March 4, 1942,<sup>[1]</sup> as modified by the Supplementary Convention of June 12, 1950, and the Supplementary Convention of August 8, 1956,<sup>[2]</sup> have

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement du Canada, désireux de modifier et de compléter de nouveau, à certains égards, la Convention et le Protocole qui l'accompagne, en vue d'éviter la double imposition et de prévenir la fraude fiscale en matière d'impôt sur le revenu, signés à Washington le 4 mars 1942, modifiés par la Convention complémentaire du 12 juin 1950, et la Convention complémentaire

<sup>1</sup> TS 983; 56 Stat. 1399.

<sup>2</sup> TIAS 2347, 3916; 2 UST 2235; 8 UST 1619.

decided to conclude a Supplementary Convention for that purpose and have agreed as follows:

du 8 août 1956, ont décidé de conclure une Convention complémentaire à cette fin et sont convenus de ce qui suit:

#### ARTICLE I

The provisions of the Convention and Protocol between the United States of America and Canada, signed at Washington on March 4, 1942, as modified by the Supplementary Convention of June 12, 1950, and the Supplementary Convention of August 8, 1956, are hereby further modified by adding to Article XI thereof the following new paragraph:

"6. Paragraph 1 of this Article shall not apply in respect of income derived from sources in one of the Contracting States and paid to a corporation organized under the laws of the other

#### ARTICLE I

Les dispositions de la Convention et du Protocole entre les Etats-Unis d'Amérique et le Canada, signés à Washington le 4 mars 1942, modifiés par la Convention complémentaire du 12 juin 1950, et la Convention complémentaire du 8 août 1956, sont par les présentes modifiées en ajoutant à l'article XI le nouvel alinéa suivant:

"6. L'alinéa (1) du présent article ne s'appliquera pas à l'égard d'un revenu provenant de sources situées dans un des Etats contractants et versé à une corporation

Contracting State if such corporation is not subject to tax by the last-mentioned Contracting State on that income because it is not a resident of the last-mentioned Contracting State for purposes of its income tax."

constituée en vertu des lois de l'autre Etat contractant, si cette corporation n'est pas assujettie à l'impôt à l'égard de ce revenu par l'Etat contractant mentionné en dernier lieu du fait qu'elle n'est pas résident de l'Etat contractant mentionné en dernier lieu aux fins de son impôt sur le revenu."

## ARTICLE II

1. This Supplementary Convention is done in the English and French languages, each version being equally authentic. It shall be ratified and the instruments of ratification shall be exchanged at Ottawa as soon as possible.

2. This Supplementary Convention shall come into force on the date on which instruments of

## ARTICLE II

1. La présente Convention complémentaire a été faite en langues anglaise et française, chacune des deux versions faisant également foi. Elle sera ratifiée et les instruments de ratification seront échangés à Ottawa dès que possible.

2. La présente Convention complémentaire entrera en vigueur à la date de

ratification are exchanged and shall thereupon have effect with respect to income paid on or after (a) January 1, 1967, or (b) the date on which the instruments of ratification are exchanged, whichever is the later. It shall continue in force indefinitely as though it were an integral part of the Convention of March 4, 1942, as modified by the Supplementary Convention of June 12, 1950, and the Supplementary Convention of August 8, 1956.

l'échange des instruments de ratification et elle produira dès lors ses effets à l'égard de l'impôt sur le revenu payé le ou après (a) le 1<sup>er</sup> janvier 1967, ou (b) la date de l'échange des instruments de ratification, selon que l'une ou l'autre date sera la dernière à échoir. Elle restera en vigueur pour une durée indéterminée, au même titre que si elle faisait partie intégrante de la Convention du 4 mars 1942 telle qu'elle a été modifiée par la Convention complémentaire du 12 juin 1950, et la Convention complémentaire du 8 août 1956.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Supplementary Convention.

EN FOI DE QUOI, les soussignés, dûment autorisés en ce sens, ont signé la présente Convention complémentaire.

DONE in duplicate, in the English and French languages, at Washington this 25th day of October, 1966.

FAIT en double exemplaire, en langues anglaise et française, à Washington le 25 octobre, 1966.

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

NICHOLAS DEB KATZENBACH

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

A. E. RITCHIE

WHEREAS the Senate of the United States of America by its resolution of November 2, 1967, two-thirds of the Senators present concurring therein, did advise and consent to the ratification of the aforesaid supplementary convention of October 25, 1966;

WHEREAS the aforesaid supplementary convention of October 25, 1966 was duly ratified by the President of the United States of America on November 8, 1967, in pursuance of the aforesaid advice and consent of the Senate, and was duly ratified on the part of Canada;

WHEREAS the respective instruments of ratification of the aforesaid supplementary convention of October 25, 1966 were duly exchanged at Ottawa on December 20, 1967;

AND WHEREAS it is provided in Article II of the aforesaid supplementary convention of October 25, 1966 that the convention shall come into force on the date on which instruments of ratification are exchanged and shall thereupon have effect with respect to income paid on or after (a) January 1, 1967, or (b) the date on which the instruments of ratification are exchanged, whichever is the later;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the aforesaid supplementary convention of October 25, 1966, to the end that the said convention and each and every article and clause thereof may be observed and fulfilled with good faith on and after December 20, 1967 by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-seventh day of December in the year of our Lord one thousand nine hundred [SEAL] sixty-seven and of the Independence of the United States of America the one hundred ninety-second.

LYNDON B. JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

# PHILIPPINES

## Trade in Cotton Textiles

*Agreement amending the agreement of September 21, 1967.*

*Effectuated by exchange of notes*

*Signed at Washington December 26, 1967;*

*Entered into force December 26, 1967.*

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*The Secretary of State to the Chargé d'Affaires ad interim of the Philippines*

DEPARTMENT OF STATE

WASHINGTON

*December 26, 1967*

SIR:

I refer to recent discussions held in Washington relating to the agreement between the United States of America and the Philippines relating to trade in cotton textiles, effected by exchange of notes at Washington on September 21, 1967. [<sup>1</sup>]

In light of these discussions, the Government of the United States of America understands that the above-mentioned agreement is amended as follows:

1. In paragraph 1 of the agreement, the level for category 53 is amended to 275,000 dozen (12,457,500 square yards equivalent), the level for category 62 is amended to 300,000 dozen (2,401,200 square yards equivalent). The total square yard equivalent is amended to 27,211,030.

2. The following shipments from the Philippines to the United States in category 62 shall be charged to the level specified for category 62 for the calendar year 1968, as modified by paragraph 1 of this note:

- (a) 132,604 pounds (76,209 dozens) entered for consumption in the United States prior to October 5, 1967.
- (b) Any cotton textile products in category 62 exported from the Philippines to the United States in the calendar year 1967 and which have not been entered into the United States for consumption or withdrawn from warehouse for consumption as of the date of this note.

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<sup>1</sup> TIAS 6344; *ante*, p. 2379.

3. The basis for determining the volume of exports in category 62 shall be pounds; for purposes of converting pounds to dozens in category 62, the factor to be used is 1.74 pounds equals one dozen.

If the above conforms with the understanding of your Government, this note and your note of confirmation on behalf of the Government of the Republic of the Philippines shall constitute an agreement between our two Governments amending the cotton textile agreement of September 21, 1967.

Accept Sir, the renewed assurances of my high consideration.

For the Secretary of State:

GEORGE R. JACOBS

The Honorable

Dr. JOSE F. IMPERIAL

*Charge d'Affaires ad interim  
of the Philippines*

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*The Chargé d'Affaires ad interim of the Philippines to the Secretary  
of State*

EMBASSY OF THE PHILIPPINES  
WASHINGTON, D.C.

DECEMBER 26, 1967

EXCELLENCY:

I have the honor to refer to your note of December 26, 1967 which reads as follows:

"I refer to recent discussions held in Washington relating to the agreement between the United States of America and the Philippines relating to trade in cotton textiles effected by exchange of notes at Washington on September 21, 1967.

"In light of these discussions, the Government of the United States of America understands that the above-mentioned agreement is amended as follows:

category 62 for the calendar year 1968, as modified by paragraph 1 amended to 275,000 dozen (12,457,500 square yards equivalent), the level for category 62 is amended to 300,000 dozen (2,401,200 square yards equivalent). The total square yard equivalent is amended to 27,211,030.

"2. The following shipments from the Philippines to the United States in category 62 shall be charged to the level specified for category 62 for the calendar year 1968, as modified by paragraph 1 of this note:

"(a) 132,604 pounds (76,209 dozens) entered for consumption in the United States prior to October 5, 1967.

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"If the above conforms with the understanding of your Government, this note and your note of confirmation on behalf of the Government of the Republic of the Philippines shall constitute an agreement between our two Governments amending the cotton textile agreement of September 21, 1967.

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

I have the honor to confirm that your note conforms with the understanding of the Philippine Government, and that your note and this note shall constitute an agreement between our two Governments amending the cotton textile agreement of September 21, 1967.

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

J F IMPERIAL

Jose F. Imperial  
*Charge d'Affaires, ad interim*

His Excellency  
DEAN RUSK

*Secretary of State  
Washington, D.C.*

## SENEGAL

### Investment Guaranties

*Agreement signed at Dakar June 12, 1963;  
Entered into force provisionally June 12, 1963.*

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#### **AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SENEGAL CONCERNING GUARANTIES BY THE GOVERNMENT OF THE UNITED STATES OF AMERICA OF PRIVATE AMERICAN INVESTMENTS.**

The Government of the United States of America and the Government of the Republic of Senegal, desiring to develop economic cooperation between the two countries, also desiring to create favorable conditions for investments of American capital in the Republic of Senegal, and recognizing that contractual protection of such investment will certainly stimulate private economic enterprise, have agreed as follows:

**ARTICLE I.** The Government of the United States of America and the Government of the Republic of Senegal shall, upon the request of either Government, consult concerning investments in Senegal which the Government of the United States of America may guaranty.

**ARTICLE II.** The Government of the United States of America shall not guaranty an investment in Senegal unless the Government of the Republic

#### **ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DU SENEDEL CONCERNANT LES GARANTIES D'INVESTISSEMENTS PRIVES AMERICAINS PAR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE.**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Sénégal, désirant développer la coopération économique entre les deux Etats, désirant créer des conditions favorables d'investissements des capitaux américains dans la République du Sénégal, et reconnaissant que la protection contractuelle de tels investissements stimulera certainement l'entreprise économique privée, sont convenus de ce qui suit:

**ARTICLE I.** – Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République du Sénégal se consulteront, à la requête de l'un d'entre eux, au sujet d'investissements au Sénégal à l'égard desquels des garanties pourraient être données par le Gouvernement des Etats-Unis d'Amérique.

**ARTICLE II.** – Le Gouvernement des Etats-Unis d'Amérique ne garantira aucun investissement au Sénégal à moins que le Gouvernement de la

of Senegal approves the activity to which the investment relates and recognizes that the Government of the United States of America may guaranty such investment.

**ARTICLE III.** If an investor transfers to the Government of the United States of America pursuant to an investment guaranty, (a) lawful currency, including credits thereof, of Senegal, (b) any claims or rights which the investor has or may have arising from the business activities of the investor in Senegal or from the events entitling the investor to payment under the investment guaranty, or (c) all or part of the interest of the investor in any property (real or personal, tangible or intangible) within Senegal, the Government of the Republic of Senegal shall recognize such transfer as valid and effective.

République du Sénéga n'approuve l'activité à laquelle se rapporte cet investissement et ne reconnaîsse au Gouvernement des Etats-Unis d'Amérique le droit de le garantir.

**ARTICLE III.** – Si l'investisseur américain ayant effectué un investissement, transfère au Gouvernement des Etats-Unis d'Amérique, en vertu d'une garantie de cet investissement: a) des montants en devises légales, y compris les crédits en devises légales de la République du Sénégal, b) toutes réclamations ou droits existant ou pouvant survenir du fait de ses activités au Sénégal ou du fait de circonstances l'habilitant à recevoir un paiement au titre de la garantie d'investissement, c) tout ou partie des intérêts de l'investisseur dans une propriété (immobilière ou mobilière, corporelle ou incorporelle) située au Sénégal le Gouvernement de la République du Sénégal reconnaîtra ce transfert comme une opération valable et réelle.

**ARTICLE IV.** Lawful currency of Senegal, including credits thereof, which is acquired by the Government of the United States of America pursuant to a transfer of currency or from the sale of property transferred under an investment guaranty shall be accorded treatment by the Government of the Republic of Senegal with respect to exchange, repatriation or use thereof, not less favorable than that accorded to funds of nationals of the United States of America derived from activities similar to those in which the investor had been engaged, and such currency may in any event be used by the Government of the United States of America for any of its expenditures in Senegal.

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

**ARTICLE V.** Any dispute regarding the interpretation or application of the provisions of this Agreement or any claim against the Government of the Republic of Senegal to which the Government of the United States of America may succeed as transferee or which may arise from the events causing payment under an investment guaranty shall, upon the request of either Government, be the subject of negotiations between the two Governments and shall be settled, insofar as possible, in such negotiations. If, within a period of three months after a request for negotiation, the two Governments are unable to settle any such dispute or claim by agreement, the dispute or claim shall be referred upon the initiative of either Government, to a sole arbitrator, selected by mutual agreement, for final and binding determination in light of the applicable principles of international law. If the two Governments are unable to select an arbitrator within a period of three months after indication by either Government of its desire to arbitrate, the President of the International Court of Justice shall, at the request of either Government, designate the arbitrator.

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

**ARTICLE VI.** This Agreement will enter into force provisionally on the date of its signature. It will enter into force definitively on the date of the notification by the Government of the Republic of Senegal to the Government of the United States of America of the approval of this agreement in conformity with the constitutional procedures of the Republic of Senegal.

**ARTICLE VI.** — Le présent accord prendra effet provisoirement à la date de sa signature. Il entrera définitivement en vigueur à la date de la notification par le Gouvernement de la République du Sénégal au Gouvernement des Etats-Unis d'Amérique, de l'approbation du présent accord conformément aux procédures constitutionnelles de la République du Sénégal.

DONE at Dakar, in duplicate, in the English and French languages, both texts equally authentic, the twelfth day of June, 1963.

FOR THE GOVERNMENT OF THE  
UNITED STATES OF AMERICA

PHILIP M KAISER

FAIT en double exemplaire, dans les langues anglaise et française, tous deux également authentiques, à Dakar, ce douzième jour de Juin 1963.

POUR LE GOUVERNEMENT DE LA  
REPUBLIQUE DU SENEGAL

D. THIAM

## MULTILATERAL

### Slavery

*Supplementary convention done at Geneva September 7, 1956;[<sup>1</sup>]  
Accession advised by the Senate of the United States of America  
November 2, 1967;  
Accession approved by the President of the United States of America  
November 9, 1967;  
Accession deposited with the Secretary-General of the United  
Nations December 6, 1967;  
Proclaimed by the President of the United States of America  
December 19, 1967;  
Entered into force with respect to the United States of America  
December 6, 1967.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

### A PROCLAMATION

WHEREAS the Supplementary Convention on the Abolition of Slavery, the Slave Trade, and Institutions and Practices Similar to Slavery was done at Geneva on September 7, 1956, the text of which Convention, in the English, French, Chinese, Russian and Spanish languages, is word for word as follows:

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<sup>1</sup>Texts are as certified by the Secretary-General of the United Nations, New York.



UNITED NATIONS CONFERENCE OF PLENIPOTENTIARIES  
ON A SUPPLEMENTARY CONVENTION  
ON THE ABOLITION OF SLAVERY, THE SLAVE TRADE,  
AND INSTITUTIONS AND PRACTICES SIMILAR TO SLAVERY

SUPPLEMENTARY CONVENTION  
ON THE  
ABOLITION OF SLAVERY, THE SLAVE TRADE, AND  
INSTITUTIONS AND PRACTICES SIMILAR TO SLAVERY



*UNITED NATIONS*

*1956*

**SUPPLEMENTARY CONVENTION ON THE ABOLITION OF  
SLAVERY, THE SLAVE TRADE, AND INSTITUTIONS  
AND PRACTICES SIMILAR TO SLAVERY**

**PREAMBLE**

*The States Parties to the present Convention*

*Considering that freedom is the birthright of every human being;*

*Mindful that the peoples of the United Nations reaffirmed in the Charter their faith in the dignity and worth of the human person;*

*Considering that the Universal Declaration of Human Rights, proclaimed by the General Assembly of the United Nations as a common standard of achievement for all peoples and all nations, states that no one shall be held in slavery or servitude and that slavery and the slave trade shall be prohibited in all their forms;*

*Recognizing that, since the conclusion of the Slavery Convention signed at Geneva on 25 September 1926,<sup>[1]</sup> which was designed to secure the abolition of slavery and of the slave trade, further progress has been made towards this end;*

*Having regard to the Forced Labour Convention of 1930<sup>[2]</sup> and to subsequent action by the International Labour Organisation in regard to forced or compulsory labour;*

*Being aware, however, that slavery, the slave trade and institutions and practices similar to slavery have not yet been eliminated in all parts of the world;*

*Having decided, therefore, that the Convention of 1926, which remains operative, should now be augmented by the conclusion of a sup-*

plementary convention designed to intensify national as well as international efforts towards the abolition of slavery, the slave trade and institutions and practices similar to slavery;

*Have agreed as follows:*

**SECTION I**

**INSTITUTIONS AND PRACTICES SIMILAR  
TO SLAVERY**

**Article 1**

Each of the States Parties to this Convention shall take all practicable and necessary legislative and other measures to bring about progressively and as soon as possible the complete abolition or abandonment of the following institutions and practices, where they still exist and whether or not they are covered by the definition of slavery contained in article 1 of the Slavery Convention signed at Geneva on 25 September 1926:

(a) Debt bondage, that is to say, the status or condition arising from a pledge by a debtor of his personal services or of those of a person under his control as security for a debt, if the value of those services as reasonably assessed is not applied towards the liquidation of the debt or the length and nature of those services are not respectively limited and defined;

(b) Serfdom, that is to say, the condition or status of a tenant who is by law, custom or agreement bound to live and labour on land belonging to another person and to render

<sup>1</sup> TS 993; 59 Stat. 1031.

<sup>2</sup> TS 778; 46 Stat. 2183.

<sup>3</sup> Convention no. 29, adopted at Geneva June 28, 1930 (39 UNTS 55), as modified by the Final Articles Revision Convention, adopted at Montreal Oct. 9, 1946 (38 UNTS 3).

some determinate service to such other person, whether for reward or not, and is not free to change his status;

(c) Any institution or practice whereby:

(i) A woman, without the right to refuse, is promised or given in marriage on payment of a consideration in money or in kind to her parents, guardian, family or any other person or group; or

(ii) The husband of a woman, his family, or his clan, has the right to transfer her to another person for value received or otherwise; or

(iii) A woman on the death of her husband is liable to be inherited by another person;

(d) Any institution or practice whereby a child or young person under the age of 18 years is delivered by either or both of his natural parents or by his guardian to another person, whether for reward or not, with a view to the exploitation of the child or young person or of his labour.

#### *Article 2*

With a view to bringing to an end the institutions and practices mentioned in article 1 (c) of this Convention, the States Parties undertake to prescribe, where appropriate, suitable minimum ages of marriage, to encourage the use of facilities whereby the consent of both parties to a marriage may be freely expressed in the presence of a competent civil or religious authority, and to encourage the registration of marriages.

#### SECTION II THE SLAVE TRADE

##### *Article 3*

1. The act of conveying or attempting to convey slaves from one country to another by whatever means of transport, or of being access-

sory thereto, shall be a criminal offence under the laws of the States Parties to this Convention and persons convicted thereof shall be liable to very severe penalties.

2. (a) The States Parties shall take all effective measures to prevent ships and aircraft authorized to fly their flags from conveying slaves and to punish persons guilty of such acts or of using national flags for that purpose.

(b) The States Parties shall take all effective measures to ensure that their ports, air-fields and coasts are not used for the conveyance of slaves.

3. The States Parties to this Convention shall exchange information in order to ensure the practical co-ordination of the measures taken by them in combating the slave trade and shall inform each other of every case of the slave trade, and of every attempt to commit this criminal offence, which comes to their notice.

#### *Article 4*

Any slave who takes refuge on board any vessel of a State Party to this Convention shall *ipso facto* be free.

#### SECTION III

#### SLAVERY AND INSTITUTIONS AND PRACTICES SIMILAR TO SLAVERY

##### *Article 5*

In a country where the abolition or abandonment of slavery, or of the institutions or practices mentioned in article 1 of this Convention, is not yet complete, the act of mutilating, branding or otherwise marking a slave or a person of servile status in order to indicate his status, or as punishment, or for any other reason, or of being accessory thereto, shall be a criminal offence under the laws of the States Parties to this Convention and persons convicted thereof shall be liable to punishment.

*Article 6*

1. The act of enslaving another person or of inducing another person to give himself or a person dependent upon him into slavery, or of attempting these acts, or being accessory thereto, or being a party to a conspiracy to accomplish any such acts, shall be a criminal offence under the laws of the States Parties to this Convention and persons convicted thereof shall be liable to punishment.

2. Subject to the provisions of the introductory paragraph of article 1 of this Convention, the provisions of paragraph 1 of the present article shall also apply to the act of inducing another person to place himself or a person dependent upon him into the servile status resulting from any of the institutions or practices mentioned in article 1, to any attempt to perform such acts, to bring accessory thereto, and to being a party to a conspiracy to accomplish any such acts.

**SECTION IV****DEFINITIONS***Article 7*

For the purposes of the present Convention:

(a) "Slavery" means, as defined in the Slavery Convention of 1926, the status or condition of a person over whom any or all of the powers attaching to the right of ownership are exercised, and "slave" means a person in such condition or status;

(b) "A person of servile status" means a person in the condition or status resulting from any of the institutions or practices mentioned in article 1 of this Convention;

(c) "Slave trade" means and includes all acts involved in the capture, acquisition or disposal of a person with intent to reduce him to slavery; all acts involved in the acquisition of a slave with a view to selling or exchanging

him; all acts of disposal by sale or exchange of a person acquired with a view to being sold or exchanged; and, in general, every act of trade or transport in slaves by whatever means of conveyance.

**SECTION V****CO-OPERATION BETWEEN STATES PARTIES AND COMMUNICATION OF INFORMATION***Article 8*

1. The States Parties to this Convention undertake to co-operate with each other and with the United Nations to give effect to the foregoing provisions.

2. The Parties undertake to communicate to the Secretary-General of the United Nations copies of any laws, regulations and administrative measures enacted or put into effect to implement the provisions of this Convention.

3. The Secretary-General shall communicate the information received under paragraph 2 of this article to the other Parties and to the Economic and Social Council as part of the documentation for any discussion which the Council might undertake with a view to making further recommendations for the abolition of slavery, the slave trade or the institutions and practices which are the subject of this Convention.

**SECTION VI****FINAL CLAUSES***Article 9*

No reservations may be made to this Convention.

*Article 10*

Any dispute between States Parties to this Convention relating to its interpretation or application, which is not settled by negotiation, shall be referred to the International Court of

Justice at the request of any one of the parties to the dispute, unless the parties concerned agree on another mode of settlement.

#### *Article 11*

1. This Convention shall be open until 1 July 1957 for signature by any State Member of the United Nations or of a specialized agency. It shall be subject to ratification by the signatory States, and the instruments of ratification shall be deposited with the Secretary-General of the United Nations, who shall inform each signatory and acceding State.

2. After 1 July 1957 this Convention shall be open for accession by any State Member of the United Nations or of a specialized agency, or by any other State to which an invitation to accede has been addressed by the General Assembly of the United Nations. Accession shall be effected by the deposit of a formal instrument with the Secretary-General of the United Nations, who shall inform each signatory and acceding State.

#### *Article 12*

1. This Convention shall apply to all non-self-governing, trust, colonial and other non-metropolitan territories for the international relations of which any State Party is responsible; the Party concerned shall, subject to the provisions of paragraph 2 of this article, at the time of signature, ratification or accession declare the non-metropolitan territory or territories to which the Convention shall apply *ipso facto* as a result of such signature, ratification or accession.

2. In any case in which the previous consent of a non-metropolitan territory is required by the constitutional laws or practices of the Party or of the non-metropolitan territory, the Party concerned shall endeavour to secure the needed consent of the non-metropolitan territory within the period of twelve months from the date

of signature of the Convention by the metropolitan State, and when such consent has been obtained the Party shall notify the Secretary-General. This Convention shall apply to the territory or territories named in such notification from the date of its receipt by the Secretary-General.

3. After the expiry of the twelve month period mentioned in the preceding paragraph, the States Parties concerned shall inform the Secretary-General of the results of the consultations with those non-metropolitan territories for whose international relations they are responsible and whose consent to the application of this Convention may have been withheld.

#### *Article 13*

1. This Convention shall enter into force on the date on which two States have become Parties thereto.

2. It shall thereafter enter into force with respect to each State and territory on the date of deposit of the instrument of ratification or accession of that State or notification of application to that territory.

#### *Article 14*

1. The application of this Convention shall be divided into successive periods of three years, of which the first shall begin on the date of entry into force of the Convention in accordance with paragraph 1 of article 13.

2. Any State Party may denounce this Convention by a notice addressed by that State to the Secretary-General not less than six months before the expiration of the current three-year period. The Secretary-General shall notify all other Parties of each such notice and the date of the receipt thereof.

3. Denunciations shall take effect at the expiration of the current three-year period.

4. In cases where, in accordance with the

provisions of article 12, this Convention has become applicable to a non-metropolitan territory of a Party, that Party may at any time thereafter, with the consent of the territory concerned, give notice to the Secretary-General of the United Nations denouncing this Convention separately in respect of that territory. The denunciation shall take effect one year after the date of the receipt of such notice by the Secretary-General, who shall notify all other Parties of such notice and the date of the receipt thereof.

*Article 15*

This Convention, of which the Chinese, English, French, Russian and Spanish texts are

equally authentic, shall be deposited in the archives of the United Nations Secretariat. The Secretary-General shall prepare a certified copy thereof for communication to States Parties to this Convention, as well as to all other States Members of the United Nations and of the specialized agencies.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Convention on the date appearing opposite their respective signatures.

DONE at the European Office of the United Nations at Geneva, this seventh day of September one thousand nine hundred and fifty six.

CONFERENCE DE PLENIPOTENTIAIRES DES NATIONS UNIES  
POUR UNE CONVENTION SUPPLEMENTAIRE  
RELATIVE A L'ABOLITION DE L'ESCLAVAGE,  
DE LA TRAITE DES ESCLAVES ET DES INSTITUTIONS  
ET PRATIQUES ANALOGUES A L'ESCLAVAGE

## CONVENTION SUPPLEMENTAIRE

RELATIVE

A L'ABOLITION DE L'ESCLAVAGE,  
DE LA TRAITE DES ESCLAVES  
ET DES INSTITUTIONS ET PRATIQUES  
ANALOGUES A L'ESCLAVAGE



*NATIONS UNIES*

1956

## CONVENTION SUPPLEMENTAIRE RELATIVE A L'ABOLITION DE L'ESCLAVAGE, DE LA TRAITE DES ESCLAVES ET DES INSTITUTIONS ET PRATIQUES ANALOGUES A L'ESCLAVAGE

### PRÉAMBULE

*Les Etats parties à la présente Convention,*

*Considérant que la liberté est un droit que tout être humain acquiert à sa naissance;*

*Conscients de ce que les peuples des Nations Unies ont réaffirmé, dans la Charte, leur foi dans la dignité et la valeur de la personne humaine;*

*Considérant que la Déclaration universelle des droits de l'homme, que l'Assemblée générale a proclamée comme l'idéal commun à atteindre par tous les peuples et toutes les nations, dispose que nul ne sera tenu en esclavage ni en servitude et que l'esclavage et la traite des esclaves sont interdits sous toutes leurs formes;*

*Reconnaissant que, depuis la conclusion, à Genève, le 25 septembre 1926, de la Convention relative à l'esclavage, qui visait à supprimer l'esclavage et la traite des esclaves, de nouveaux progrès ont été accomplis dans cette direction;*

*Tenant compte de la Convention de 1930 sur le travail forcé et de ce qui a été fait ultérieurement par l'Organisation internationale du Travail en ce qui concerne le travail forcé obligatoire;*

*Constatant, toutefois, que l'esclavage, la traite des esclaves et les institutions et pratiques analogues à l'esclavage n'ont pas encore été éliminés dans toutes les régions du monde;*

*Ayant décidé en conséquence qu'à la Convention de 1926, qui est toujours en vigueur,*

doit maintenant s'ajouter une convention supplémentaire destinée à intensifier les efforts, tant nationaux qu'internationaux, qui visent à abolir l'esclavage, la traite des esclaves et les institutions et pratiques analogues à l'esclavage;

*Sont convenus de ce qui suit:*

### SECTION I

#### INSTITUTIONS ET PRATIQUES ANALOGUES À L'ESCLAVAGE

##### *Article premier*

Chacun des Etats parties à la présente Convention prendra toutes les mesures, législatives et autres, qui seront réalisables et nécessaires pour obtenir progressivement et aussitôt que possible l'abolition complète ou l'abandon des institutions et pratiques suivantes, là où elles subsistent encore, qu'elles rentrent ou non dans la définition de l'esclavage qui figure à l'article premier de la Convention relative à l'esclavage signée à Genève le 25 septembre 1926:

a) La servitude pour dettes, c'est-à-dire l'état ou la condition résultant du fait qu'un débiteur s'est engagé à fournir en garantie d'une dette ses services personnels ou ceux de quelqu'un sur lequel il a autorité, si la valeur équitable de ces services n'est pas affectée à la liquidation de la dette ou si la durée de ces services n'est pas limitée ni leur caractère défini;

*b) Le servage, c'est-à-dire la condition de quiconque est tenu par la loi, la coutume ou un accord, de vivre et de travailler sur une terre appartenant à une autre personne et de fournir à cette autre personne, contre rémunération ou gratuitement, certains services déterminés, sans pouvoir changer sa condition;*

*c) Toute institution ou pratique en vertu de laquelle:*

*i) Une femme est, sans qu'elle ait le droit de refuser, promise ou donnée en mariage moyennant une contrepartie en espèces ou en nature versée à ses parents, à son tuteur, à sa famille ou à toute autre personne ou tout autre groupe de personnes;*

*ii) Le mari d'une femme, la famille ou le clan de celui-ci ont le droit de la céder à un tiers, à titre onéreux ou autrement;*

*iii) La femme peut, à la mort de son mari, être transmise par succession à une autre personne;*

*d) Toute institution ou pratique en vertu de laquelle un enfant ou un adolescent de moins de dix-huit ans est remis, soit par ses parents ou par l'un d'eux, soit par son tuteur, à un tiers, contre paiement ou non, en vue de l'exploitation de la personne ou du travail dudit enfant ou adolescent.*

#### *Article 2*

En vue de mettre fin aux institutions et pratiques visées à l'alinéa *c* de l'article premier de la Convention, les Etats parties s'engagent à fixer, là où il y aura lieu, des âges minimums appropriés pour le mariage, à encourager le recours à une procédure qui permette à l'un et l'autre des futurs époux d'exprimer librement leur consentement au mariage en présence d'une autorité civile ou religieuse compétente et à encourager l'enregistrement des mariages.

#### SECTION II

##### TRAITE DES ESCLAVES

###### *Article 3*

1. Le fait de transporter ou de tenter de transporter des esclaves d'un pays à un autre par un moyen de transport quelconque ou le fait d'être complice de ces actes constituera une infraction pénale au regard de la loi des Etats parties à la Convention et les personnes reconnues coupables d'une telle infraction seront passibles de peines très rigoureuses.

2. a) Les Etats parties prendront toutes mesures efficaces pour empêcher les navires et aéronefs autorisés à battre leur pavillon de transporter des esclaves et pour punir les personnes coupables de ces actes ou coupables d'utiliser le pavillon national à cette fin.

b) Les Etats parties prendront toutes mesures efficaces pour que leurs ports, leurs aérodromes et leurs côtes ne puissent servir au transport des esclaves.

3. Les Etats parties à la Convention échangeront des renseignements afin d'assurer la coordination pratique des mesures prises par eux dans la lutte contre la traite des esclaves et s'informeront mutuellement de tout cas de traite d'esclaves et de toute tentative d'infraction de ce genre dont ils auraient connaissance.

###### *Article 4*

Tout esclave qui se réfugie à bord d'un navire d'un Etat partie à la présente Convention sera libre *ipso facto*.

#### SECTION III

##### ESCLAVAGE ET INSTITUTIONS ET PRATIQUES ANALOGUES À L'ESCLAVAGE

###### *Article 5*

Dans un pays où l'esclavage ou les institutions et pratiques visées à l'article premier de

la Convention ne sont pas encore complètement abolis ou abandonnés, le fait de mutiler, de marquer au fer rouge ou autrement un esclave ou une personne de condition servile — que ce soit pour indiquer sa condition, pour infliger un châtiment ou pour toute autre raison — ou le fait d'être complice de tels actes constituera une infraction pénale au regard de la loi des Etats parties à la Convention et les personnes reconnues coupables seront passibles d'une peine.

#### *Article 6*

1. Le fait de réduire autrui en esclavage ou d'inciter autrui à aliéner sa liberté ou celle d'une personne à sa charge, pour être réduit en esclavage, constituera une infraction pénale au regard de la loi des Etats parties à la présente Convention et les personnes reconnues coupables seront passibles d'une peine; il en sera de même de la participation à une entente formée dans ce dessein, de la tentative et de la complicité.

2. Sous réserve des dispositions de l'alinéa introductif de l'article premier de la Convention, les dispositions du paragraphe 1 du présent article s'appliqueront également au fait d'inciter autrui à se placer ou à placer une personne à sa charge dans une condition servile résultant d'une des institutions ou pratiques visées à l'article premier; il en sera de même de la participation à une entente formée dans ce dessein, de la tentative et de la complicité.

#### SECTION IV DÉFINITIONS

##### *Article 7*

Aux fins de la présente Convention:

a) L' "esclavage", tel qu'il est défini dans la Convention de 1926 relative à l'esclavage, est l'état ou la condition d'un individu sur lequel s'exercent les attributs du droit de pro-

priété ou certains d'entre eux et l' "esclave" est l'individu qui a ce statut ou cette condition;

b) La "personne de condition servile" est celle qui est placée dans le statut ou la condition qui résulte d'une des institutions ou pratiques visées à l'article premier de la présente Convention;

c) La "traite des esclaves" désigne et comprend tout acte de capture, d'acquisition ou de cession d'une personne en vue de la réduire en esclavage; tout acte d'acquisition d'un esclave en vue de le vendre ou de l'échanger; tout acte de cession par vente ou échange d'une personne acquise en vue d'être vendue ou échangée, ainsi qu'en général tout acte de commerce ou de transport d'esclaves, quel que soit le moyen de transport employé.

#### SECTION V

#### COOPÉRATION ENTRE LES ÉTATS PARTIES ET COMMUNICATIONS DE RENSEIGNEMENTS

##### *Article 8*

1. Les Etats parties à la Convention s'engagent à se prêter un concours mutuel et à coopérer avec l'Organisation des Nations Unies en vue de l'application des dispositions qui précèdent.

2. Les parties s'engagent à communiquer au Secrétaire général des Nations Unies copie de toute loi, tout règlement et toute décision administrative adoptés ou mis en vigueur pour donner effet aux dispositions de la présente Convention.

3. Le Secrétaire général communiquera les renseignements reçus en vertu du paragraphe 2 du présent article aux autres parties et au Conseil économique et social comme élément de documentation pour tout débat auquel le Conseil procéderait en vue de faire de nouvelles recommandations pour l'abolition de l'esclavage, de la traite des esclaves ou des institutions et pratiques qui font l'objet de la Convention.

## SECTION VI

## CLAUSES FINALES

*Article 9*

Il ne sera admis aucune réserve à la Convention.

*Article 10*

Tout différend entre les Etats parties à la Convention concernant son interprétation ou son application, qui ne serait pas réglé par voie de négociation, sera soumis à la Cour internationale de Justice à la demande de l'une des parties au différend, à moins que les parties intéressées ne conviennent d'un autre mode de règlement.

*Article 11*

1. La présente Convention sera ouverte jusqu'au 1er juillet 1957 à la signature de tout Etat Membre des Nations Unies ou d'une institution spécialisée. Elle sera soumise à la ratification des Etats signataires et les instruments de ratification seront déposés auprès du Secrétaire général des Nations Unies qui en informera tous les Etats signataires et adhérents.

2. Après le 1er juillet 1957, la Convention sera ouverte à l'adhésion de tout Etat Membre des Nations Unies ou d'une institution spécialisée, ou de tout autre Etat auquel une invitation d'adhérer sera faite par l'Assemblée générale des Nations Unies. L'adhésion s'effectuera par le dépôt d'un instrument formel auprès du Secrétaire général des Nations Unies qui en informera tous les Etats signataires et adhérents.

*Article 12*

1. La présente Convention s'appliquera à tous les territoires non autonomes, sous tutelle, coloniaux et autres territoires non métropolitains qu'un Etat partie représente sur le plan international; la partie intéressée devra, sous réserve des dispositions du paragraphe 2 du

présent article, au moment de la signature ou de la ratification de la Convention, ou encore de l'adhésion à la présente Convention, déclarer le ou les territoires non métropolitains auxquels la présente Convention s'appliquera *ipso facto* à la suite de cette signature, ratification ou adhésion.

2. Dans le cas où le consentement préalable d'un territoire non métropolitain est nécessaire en vertu des lois ou pratiques constitutionnelles de la partie ou du territoire non métropolitain, la partie devra s'efforcer d'obtenir, dans le délai de douze mois à compter de la date de la signature par elle, le consentement du territoire non métropolitain qui est nécessaire et, lorsque ce consentement aura été obtenu, la partie devra le notifier au Secrétaire général. Dès la date de la réception par le Secrétaire général de cette notification, la Convention s'appliquera aux territoire ou territoires désignés par celle-ci.

3. A l'expiration du délai de douze mois mentionné au paragraphe précédent, les parties intéressées informeront le Secrétaire général des résultats des consultations avec les territoires non métropolitains dont ils assument les relations internationales et dont le consentement pour l'application de la présente Convention n'aurait pas été donné.

*Article 13*

1. La Convention entrera en vigueur à la date où deux Etats y seront devenus parties.

2. Elle entrera par la suite en vigueur, à l'égard de chaque Etat et territoire, à la date du dépôt de l'instrument de ratification ou d'adhésion de l'Etat intéressé ou de la notification de l'application à ce territoire.

*Article 14*

1. L'application de la présente Convention sera divisée en périodes successives de trois ans dont la première partira de la date de l'entrée

en vigueur de la Convention conformément au paragraphe 1 de l'article 13.

2. Tout Etat partie pourra dénoncer la présente Convention en adressant six mois au moins avant l'expiration de la période triennale en cours une notification au Secrétaire général. Celui-ci informera toutes les autres parties de cette notification et de la date de sa réception.

3. Les dénonciations prendront effet à l'expiration de la période triennale en cours.

4. Dans les cas où, conformément aux dispositions de l'article 12, la présente Convention aura été rendue applicable à un territoire non métropolitain d'une partie, cette dernière pourra, avec le consentement du territoire en question, notifier par la suite à tout moment au Secrétaire général des Nations Unies que la Convention est dénoncée à l'égard de ce territoire. La dénonciation prendra effet un an après la date où la notification sera parvenue au Secrétaire général, lequel informera toutes

les autres parties de cette notification et de la date où il l'aura reçue.

#### *Article 15*

La présente Convention, dont les textes anglais, chinois, espagnol, français et russe feront également foi, sera déposée aux archives du Secrétariat des Nations Unies. Le Secrétaire général en établira des copies certifiées conformes pour les communiquer aux Etats parties à la Convention ainsi qu'à tous les autres Etats Membres des Nations Unies et des institutions spécialisées.

**EN FOI DE QUOI** les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé la présente Convention aux dates qui figurent en regard de leurs signatures respectives.

**FAIT** à l'Office européen des Nations Unies, à Genève, le sept septembre mil neuf cent cinquante-six.

聯合國廢止奴隸制、奴隸販賣及  
類似奴隸制之制度與習俗補充公約全權會議

廢除奴隸制、奴隸販賣及  
類似奴隸制之制度與習俗

## 補 充 公 約



聯合國

一九五六

## 廢止奴隸制、奴隸販賣及類似奴隸制之制度與習俗

### 補充公約

#### 序言

本公約當事各國，

認為自由係人類隨生而來之權利；

鑑於聯合國人民在憲章重申其對人格尊嚴與價值之信念；

查聯合國大會頒有世界人權宣言，茲為所有人民、所有國家共同努力之標的，內稱任何人不得使充奴隸或奴工，奴隸制及奴隸販賣，不論出於何種方式，悉應禁止；

承認廢止奴隸制及奴隸販賣一事，自一九二六年九月二十五日特為此事在日內瓦締訂禁奴公約以來已頗有進展；

鑒及一九三〇年所訂強迫勞工公約及其後國際勞工組織對強迫及強制性勞工所採行動；

惟深知奴隸制、奴隸販賣及類似奴隸制之制度與習俗尚未在世界各地完全廢除；

爰決定締結補充公約，俾增益現仍有效之一九二六年公約，藉以加強國內及國際方面謀求廢止奴隸制、奴隸販賣及類似奴隸制之制度與習俗之努力；

用特議定條款如下：

#### 第一編

##### 類似奴隸制之制度與習俗

###### 第一條

本公約各當事國遇有下列制度與習俗依然存在之情形，無論其是否在一九二六年九月二十五日日內瓦禁奴公約第一條所載之奴隸制定範圍以內，均應採取一切實際而必要之立法

及其他措施，逐漸並儘速達成完全之廢止或廢棄：

(甲)債務質役，乃因債務人典質將其本人或受其控制之第三人之勞務充作債務擔保，所服勞務之合理估定價值並不作為清償債務計算，或此種勞務之期間及性質未經分別限制及訂明，所引起之地位或狀況；

(乙)農奴制，即土地承租人受法律、習慣或契約之拘束須在他人所有之土地居住勞作，並向該一他人服有償或無償之若干固定勞務，而不能自由變更其身份之租地狀況；

(丙)有下列情形之一之制度或習俗：

(子)女子之父母、監護人、家屬或任何他人或團體受金錢或實物之報酬，將女子許配或出嫁，而女子本人無權拒絕；

(丑)女子之丈夫，其夫之家屬或部族，有權取得代價或在其他情形下將女子轉讓他人；

(寅)女子於丈夫亡故後可為他人所繼承；

(丁)兒童或未滿十八歲少年之生父、生母或兩者、或其監護人，不論是否為取得報酬，將兒童或少年交給他人以供利用、或剝削其勞力之制度或習俗。

###### 第二條

為廢除本公約第一條(丙)項所稱各種制度與習俗計，當事國據尤酌量情形規定適當之最低結婚年齡，鼓勵採用婚姻當事兩可在主管民政或宗教當局之前自由表示同意之方式，並鼓勵婚姻登記。

## 第三編

## 奴隸販賣

## 第三條

壹. 以任何運輸方式將奴隸從一國運至他國，或實施此項行為未遂，或為此等行為從犯之行為，應由本公約當事國法律規定為刑事罪；凡經判決之此等罪犯應受極嚴厲之處罰。

貳. (甲) 當事各國應採各種有效措施以制止准許各該國旗幟之船舶與飛機從事運輸奴隸，並將犯有此等罪行或為此目的利用該國國旗之人予以懲罰。

(乙) 當事各國應採各種有效措施務使其港口、飛機場及海岸不為運輸奴隸之用。

參. 本公約當事各國應交換情報以獲致各國間就取締奴隸販賣所採措施之實際調協；並應將其所發現之每一販賣奴隸及此項罪行未遂案件互相通知。

## 第四條

任何奴隸逃避至本公約當事國所屬任何船舶應當然獲得自由。

## 第五編

## 奴隸制及類似奴隸制之制度與習俗

## 第五條

在奴隸制或本公約第一條所稱之制度或習俗尚未完全廢止或廢棄之國家內，凡為顯示其身分或為懲罰、或因任何其他理由對奴隸或奴役身分之他人加以毀傷、烙印或他種標記之行為，或為此等行為從犯之行為，應由本公約當事國法律規定為刑事罪，凡經判決之此等罪犯應受處罰。

## 第六條

壹. 使他人為奴隸或引誘他人本身或其受贍養人淪為奴隸，或為此等行為未遂，或為此

等行為從犯，或為實施此等行為陰謀者當事人之行為，應由本公約當事國法律規定為刑事罪；凡經判決之此等罪犯應受處罰。

貳. 在不違背本公約第一條引言之規定下，本條第壹項之規定，亦應適用於在第一條所稱任一制度或習俗下，引誘他人本身或其受贍養人淪為奴地役位，或為此等行為未遂，或為此等行為從犯，或為實施此等行為陰謀者當事人之行為。

## 第六編

## 定義

## 第七條

為本公約之目的，所稱：

甲. “奴隸制”乃依一九二六年禁奴公約定義，對一人行使附屬於所有權之任何或一切權力之地位或狀況，“奴隸”係指處於該一狀況或地位之人；

乙. “奴役地位之人”係指處於本公約第一條所稱任一制度或習俗所產生狀況或地位之人；

丙. “奴隸販賣”係指意在使一人淪為奴隸之拐獲、取得或處置行為；以轉賣或交換為目的取得奴隸之一切行為；將以轉賣或交換為目的所取得之人出售或交換之一切處置行為；及，一般而論，以任何運送方式將奴隸販賣或運輸之一切行為。

## 第七編

## 當事國之間合作與情報之遞送

## 第八條

壹. 本公約當事國擔允互相並與聯合國合作實行上開規定。

貳. 當事國擔允將所有為實施本公約規定而制定或施行之法律、條例及行政措施之副本送交聯合國秘書長。

參. 紘書長應將依本條第貳項所收到之情報轉遞其他當事各國，並送交經濟暨社會理事會，以供該理事會今後就廢止奴隸制、奴隸販

資或本公約所議各項制度與習俗作進一步之建議而從事討論時所用文件之一部分。

#### 第陸編

#### 最後條款

#### 第九條

對本公約不得作任何保留。

#### 第十條

本公約當事國對於本公約之解釋或適用發生爭端未能以協商解決時，除非各該國同意其他解決方式應依爭端當事國任何一方之請求，提交國際法院裁決。

#### 第十一條

壹。本公約在一九五七年七月一日以前應由任何聯合國或專門機關會員國簽署。本公約須經簽署國批准，批准文件應送交聯合國祕書長存放，並由祕書長轉知各簽署國及加入國。

貳。本公約在一九五七年七月一日以後應由任何聯合國或專門機關會員國或經聯合國大會邀請加入之任何其他國家加入。加入應以正式文件送交聯合國祕書長存放為之，並由祕書長轉知各簽署國及加入國。

#### 第十二條

壹。本公約對於所有由任何當事國負責其國際關係之非自治、託管、殖民及其他非本部領土均適用之；該當事國在不違反本條第貳項之規定下，應在其簽署、批准或加入時宣告由於此項簽署、批准或加入而當然適用本公約之非本部領土。

貳。倘依當事國或其非本部領土之憲法或憲政慣例，須徵得非本部領土之事先同意時，該當事國應盡力於本國簽署本公約起十二個月之期限內徵得該非本部領土必須之同意，並於徵得此項同意後通知祕書長。本公約對於此項通

知書所列領土，自祕書長接到通知之日起適用之。

叁。在上項所稱十二個月期限屆滿後，當事各國在其負責國際關係之非本部領土對於實施本公約尚未表示同意時，應將其磋商結果通知祕書長。

#### 第十三條

壹。本公約應自有兩國成為公約當事國之日起發生效力。

貳。本公約嗣後對各國及領土應自該國批准文件或加入文件存放之日起發生效力。

#### 第十四條

壹。本公約應適貫分期實施，每期三年，其第一期應自公約依第十三條第壹項生效之日起始。

貳。任何當事國得於當屆三年期滿至少六個月前以該國致祕書長之通知宣告退出本公約；祕書長應將每件退約通知及收到日期轉知所有其他當事國。

叁。退約應在當屆三年期滿時生效。

肆。凡本公約依第十二條規定對於當事國之非本部領土適用者，該當事國此後隨時，獲有關係領土之同意，得通知聯合國祕書長，宣告該領土單獨退出本公約。此項退約應自祕書長收到通知之日起一年後生效，祕書長應將此項通知及其收到日期轉知所有其他當事國。

#### 第十五條

本公約之中文、英文、法文、俄文、及西班牙文各本同一作準，應存放於聯合國祕書處檔案庫。祕書長應備就正式副本，分送本公約當事各國以及所有其他聯合國或專門機關之會員國。

為此，下列代表各秉其本國政府正式授予簽署之權，於各自簽署旁側所註之日期，簽署本公約，以昭信守。

公曆一九五六年九月七日訂於日內瓦聯合國歐洲辦事處。

КОНФЕРЕНЦИЯ  
ПОЛНОМОЧНЫХ ПРЕДСТАВИТЕЛЕЙ,  
СОЗВАННАЯ ОРГАНИЗАЦИЕЙ ОБЪЕДИНЕННЫХ НАЦИЙ  
ПО ВОПРОСУ О ДОПОЛНИТЕЛЬНОЙ КОНВЕНЦИИ  
ОБ УПРАЗДНЕНИИ РАБСТВА, РАБОТОРГОВЛИ  
И ИНСТИТУТОВ И ОБЫЧАЕВ,  
СХОДНЫХ С РАБСТВОМ

ДОПОЛНИТЕЛЬНАЯ КОНВЕНЦИЯ

об

УПРАЗДНЕНИИ РАБСТВА, РАБОТОРГОВЛИ  
и ИНСТИТУТОВ и ОБЫЧАЕВ,  
СХОДНЫХ с РАБСТВОМ



ОРГАНИЗАЦИЯ  
ОБЪЕДИНЕННЫХ НАЦИЙ  
1956

**ДОПОЛНИТЕЛЬНАЯ КОНВЕНЦИЯ ОБ УПРАЗДНЕНИИ РАБСТВА, РАБОТОРГОВЛИ И ИНСТИТУТОВ И ОБЫЧАЕВ, СХОДНЫХ С РАБСТВОМ**

**ПРЕАМБУЛА**

*Участвующие в настоящей Конвенции Государства,*

*считая, что свобода есть прирожденное право каждого человека,*

*имея в виду, что народы Объединенных Наций подтвердили в Уставе свою веру в достоинство и ценность человеческой личности,*

*принимая во внимание, что Всеобщая декларация прав человека, провозглашенная Генеральной Ассамблеей Организации Объединенных Наций в качестве общего идеала, к достижению которого должны стремиться все народы и все государства, установила, что никто не должен содержаться в рабстве или в подневольном состоянии и что рабство и работоговля запрещаются во всех их формах,*

*признавая, что со времени заключения Конвенции о рабстве, подписанной в Женеве 25 сентября 1926 г. и направленной на обеспечение упразднения рабства и работоговли, достигнут дальнейший прогресс на пути к этой цели,*

*принимая во внимание Конвенцию о принудительном труде 1930 года и принятые затем Международной организацией труда меры, касающиеся принудительного или обязательного труда,*

*учитывая, однако, что рабство, работоговля и институты и обычай, сходные с рабством, ликвидированы еще не во всех частях мира,*

*решив поэтому, что Конвенция 1926 года, которая остается в силе, должна быть теперь восполнена заключением дополнительной конвенции, которая была бы направлена на интенсификацию национальных, равно как и международных усилий к упразднению рабства, работоговли и институтов и обычай, сходных с рабством,*

*согласились о нижеследующем:*

**РАЗДЕЛ I**

**ИНСТИТУТЫ И ОБЫЧАИ, СХОДНЫЕ С РАБСТВОМ**

*Статья 1*

Каждое из участвующих в настоящей Конвенции Государств принимает все возможные и необходимые законодательные и иные меры к тому, чтобы осуществить постепенно и в кратчайший по возможности срок полную отмену или упразднение нижеследующих институтов и обычай, где они еще существуют, и независимо от того, охватываются ли они или не охватываются определением рабства, содержащимся в статье 1 Конвенции о рабстве, подписанной в Женеве 25 сентября 1926 года:

а) долговой кабалы, т. е. положения или состояния, возникающего вследствие заклада должником в обеспечение долга своего личного труда или труда зависимого от него лица, если надлежащее определяемая ценность выполняемой работы не зачитывается в погашение долга или если продолжительность этой работы не ограничена и характер ее не определен;

б) крепостного состояния, т. е. такого пользования землей, при котором пользователь обязан по закону, обычай или соглашению жить и работать на земле, принадлежащей другому лицу, и выполнять определенную работу для такого другого лица, или за вознаграждение или без такового, и не может изменить это свое состояние;

с) любого института или обычая, в силу которых

1) женщину обещают выдать или выдают замуж, без права отказа с ее стороны, ее родители, опекун, семья или любое другое лицо или группа лиц за вознаграждение деньгами или натурой;

ii) муж женщины, его семья или его клан имеет право передать ее другому лицу за вознаграждение или иным образом; или

iii) женщина по смерти мужа передается по наследству другому лицу;

d) любого института или обычая, в силу которого ребенок или подросток моложе восемнадцати лет передается одним или обоями своим родителями или своим опекуном другому лицу, за вознаграждение или без такового, с целью эксплуатации этого ребенка или подростка или его труда.

#### Статья 2

Чтобы положить конец институтам и обычаям, упомянутым в пункте с) статьи 1 настоящей Конвенции, участвующие в ней Государства обязуются установить, где надлежит соответствующий минимальный брачный возраст и поощрять установление порядка, при котором обеспечивается свободное изъявление обеими сторонами согласия на вступление в брак в присутствии компетентного гражданского должностного лица или служителя культа, а также поощрять регистрацию браков.

### РАЗДЕЛ II РАБОТОРГОВЛИ

#### Статья 3

1. Перевозка или попытка перевозки рабов из одной страны в другую какими бы то ни было транспортными средствами, или соучастие в таковых, считается уголовным преступлением по законам участвующих в настоящей Конвенции Государств, и лица, признанные виновными в этих преступлениях, подлежат суворым наказаниям.

2. а) Участвующие в настоящей Конвенции Государства принимают все эффективные меры для воспрепятствования тому, чтобы суда и летательные аппараты, законно пользовавшиеся их флагом, перевозили рабов, и для наказания лиц, виновных в таких действиях или в использовании государственного флага для этой цели.

б) Участвующие в настоящей Конвенции Государства принимают все эффективные меры для воспрепятствования тому, чтобы их

порты, аэропорты и побережье использовались для перевозки рабов.

3. Участвующие в настоящей Конвенции Государства обмениваются информацией с целью обеспечения практической координации принимаемых ими в борьбе с работогонглей мер и информируют друг друга о каждом случае работогонгли и о каждой попытке совершить такое преступление, о которых им стало известно.

#### Статья 4

Раб, находящий убежище на судне участвующего в настоящей Конвенции Государства, ipso facto становится свободным.

### РАЗДЕЛ III

#### РАБСТВО И ИНСТИТУТЫ И ОБЫЧАИ, СХОДНЫЕ С РАБСТВОМ

#### Статья 5

В стране, где рабство или институты или обычая, упомянутые в статье 1 настоящей Конвенции, еще не отменены или не упразднены полностью, искалечение, клеймление выжиганием или иным способом раба или лица в подневольном состоянии, чтобы отметить такое его состояние, или с целью наказания или по какой-либо иной причине, а равно и соучастие в таких действиях, считается уголовным преступлением по законам участвующих в настоящей Конвенции Государств, и признанные виновными в таких преступлениях лица подлежат наказанию.

#### Статья 6

1. Обращение другого лица в рабство или склонение другого лица к отдаче себя или лица, зависимого от этого другого лица, в рабство или покушение на совершение таких действий, или соучастие в них, или участие втайном сговоре для совершения любого из этих действий считается уголовным преступлением по законам участвующих в настоящей Конвенции Государств, и лица, признанные виновными в нем, подлежат наказанию.

2. С соблюдением положений вступительной части статьи 1 настоящей Конвенции, положения пункта 1 настоящей статьи применяются также к случаям склонения другого лица к отдаче себя или лица, зависимого от этого другого

лица, в подневольное состояние, являющееся результатом институтов или обычая, упомянутых в статье 1, ко всякому покушению на совершение такого преступления, к соучастию в нем или участию в тайном сговоре для совершения любого из этих преступлений.

#### РАЗДЕЛ IV ОПРЕДЕЛЕНИЯ

##### Статья 7

###### В настоящей Конвенции

а) под «рабством», как оно определено в Конвенции 1926 года о рабстве, понимается положение или состояние лица, в отношении которого осуществляются некоторые или все привилегии, присущие праву собственности, а под «рабом» понимается лицо, находящееся в таком состоянии или положении;

б) под «лицом в подневольном состоянии» понимается лицо, находящееся в состоянии или положении, создавшемся в результате институтов или обычая, упомянутых в статье 1 настоящей Конвенции;

с) под «работорговлей» понимаются и в нее включаются все действия, связанные с захватом, приобретением какого-либо лица или с расположением его с целью обращения его в рабство; все действия, связанные с приобретением раба с целью его продажи или обмена; все действия по продаже или обмену лица, приобретенного с этой целью, и вообще всякое действие по торговле или перевозке рабов какими бы то ни были транспортными средствами.

#### РАЗДЕЛ V

##### СОТРУДНИЧЕСТВО МЕЖДУ УЧАСТВУЮЩИМИ В НАСТОЯЩЕЙ КОНВЕНЦИИ ГОСУДАРСТВАМИ И СООБЩЕНИЕ СВЕДЕНИЙ

##### Статья 8

1. Участвующие в настоящей Конвенции Государства обязуются сотрудничать друг с другом и с Организацией Объединенных Наций в осуществлении изложенных выше постановлений.

2. Участники Конвенции обязуются посыпать Генеральному Секретарию Организации Объединенных Наций копии всех законов, пра-

вил и административных распоряжений, издаваемых и вводимых в действие для осуществления постановлений настоящей Конвенции.

3. Генеральный Секретарь Организации Объединенных Наций сообщает полученную согласно пункту 2 этой статьи информацию другим участникам Конвенции и Экономическому и Социальному Совету в числе документов, направляемых Совету для обсуждения вопросов, которое Совет может предпринять для выработки дальнейших рекомендаций относительно упразднения рабства, работорговли или институтов и обычая, которые являются предметом настоящей Конвенции.

#### РАЗДЕЛ VI ЗАКЛЮЧИТЕЛЬНЫЕ ПОСТАНОВЛЕНИЯ

##### Статья 9

Оговорки к настоящей Конвенции не допускаются.

##### Статья 10

Споры между Государствами, участвующими в настоящей Конвенции, относительно ее толкования или применения, не урегулированные путем переговоров, передаются по требованию любой из сторон в споре в Международный Суд, если только стороны не согласятся об ином способе их регулирования.

##### Статья 11

1. Конвенция открыта до 1 июля 1957 года для подписания ее Государствами-Членами Организации Объединенных Наций или одного из специализированных учреждений. Конвенция подлежит ратификации подписавшими Государствами и ратификационные грамоты депонируются у Генерального Секретаря Организации Объединенных Наций, который уведомляет об этом каждое Государство, подпиравшее Конвенцию или присоединившееся к ней.

2. После 1 июля 1957 года Конвенция будет открыта для присоединения к ней Государств-Членов Организации Объединенных Наций или одного из специализированных учреждений, или же любого другого Государства, которому Генеральная Ассамблея Организации Объеди-

нейных Наций направляет приглашение присоединиться. Присоединение осуществляется путем депонирования официального акта у Генерального Секретаря Организации Объединенных Наций, который извещает об этом каждое Государство, подпишавшее Конвенцию или присоединившееся к ней.

#### *Статья 12*

1. Настоящая Конвенция применяется ко всем несамоуправляющимся, подчиненным, колониальным и другим не входящим в метрополию территориям, за международные отношения которых данное участвующее в Конвенции Государство несет ответственность; это Государство, с соблюдением положений пункта 2 настоящей статьи, обязывается во время подписания, ратификации или присоединения, к какой из не входящих в метрополию территории или к каким из этих территорий Конвенция ipso facto применяется.

2. В каждом случае, когда согласно конституционным законам или практике участвующего в Конвенции Государства или не входящей в метрополию территории требуется получение предварительного согласия этой территории, это Государство прилагает усилия, чтобы обеспечить получение необходимого согласия не входящей в метрополию территории в течение двенадцатимесечного срока со дня подписания Конвенции Государством-метрополией, и по получении согласия уведомляют о том Генерального Секретаря. К территории или территориям, указанным в упомянутом уведомлении, настоящая Конвенция применяется со дня получения уведомления Генеральным Секретарем.

3. По истечении упомянутого в предыдущем пункте двенадцатимесечного срока, соответствующие Государства, участвующие в Конвенции, уведомляют Генерального Секретаря о результатах консультаций с находящимися вне метрополии территориями, за международные отношения которых они несут ответственность и согласие которых на применение настоящей Конвенции не было дано.

#### *Статья 13*

1. Настоящая Конвенция вступает в силу в день, когда два Государства станут ее участниками.

2. Затем она вступает в силу в отношении каждого Государства и территории в день депонирования ратификационной грамоты или грамоты о присоединении этого Государства, или уведомления о применении Конвенции к этой территории.

#### *Статья 14*

1. Применение настоящей Конвенции делится на последовательные трехлетние периоды, из которых первый начинается в день вступления в силу Конвенции согласно пункту 1 статьи 13.

2. Любое участвующее в настоящей Конвенции Государство может ее денонсировать путем уведомления о том Генерального Секретаря не позднее, чем за шесть месяцев до истечения текущего трехлетнего периода. Генеральный Секретарь сообщает всем другим участникам Конвенции о каждом таком уведомлении и о дне получения такого.

3. Депонсация вступает в силу по истечении текущего трехлетнего периода.

4. В тех случаях, когда, в соответствии с постановлениями статьи 12, настоящая Конвенция станет применимой к не входящей в метрополию территории участвующего в настоящей Конвенции Государства, это Государство может в любое время после этого, с согласием соответствующей территории, послать уведомление Генеральному Секретарю Организации Объединенных Наций о денонсации настоящей Конвенции в отношении этой территории. Эта денонсация вступает в силу через год со дня получения такого уведомления Генеральным Секретарем, который сообщает всем другим участникам Конвенции об этом уведомлении и о дне его получения.

#### *Статья 15*

Настоящая Конвенция, английский, испанский, китайский, русский и французский тексты которой являются равно аутентичными, сдаются на хранение в архив Секретариата Организации Объединенных Наций. Генеральный Секретарь изготавливает засвидетельствованные копии ее для препровождения участвующим в настоящей Конвенции Государ-

ствам, равно как и всем другим Государствам-Членам Организации Объединенных Наций и специализированных учреждений.

В УДОСТОВЕРЕНИЕ чего нижеподписавшиеся, должностным образом уполномоченные на то своими правительствами, подписали настоящую Конвенцию в дни, указанные против их подписей.

СОСТАВЛЕНО в Европейском Отделении Организации Объединенных Наций, в городе Женеве, сентября седьмого дня тысяча девятьсот пятьдесят шестого года.

CONFERENCIA DE PLENIPOTENCIARIOS DE LAS NACIONES UNIDAS  
PARA LA CONVENCION SUPLEMENTARIA SOBRE LA ABOLICION DE  
LA ESCLAVITUD, LA TRATA DE ESCLAVOS Y LAS INSTITUCIONES  
Y PRACTICAS ANALOGAS A LA ESCLAVITUD

CONVENCION SUPLEMENTARIA  
SOBRE LA  
ABOLICION DE LA ESCLAVITUD, LA TRATA DE ESCLAVOS  
Y LAS INSTITUCIONES Y PRACTICAS ANALOGAS  
A LA ESCLAVITUD



*NACIONES UNIDAS*

1956

**CONVENCION SUPLEMENTARIA SOBRE LA ABOLICION DE  
LA ESCLAVITUD, LA TRATA DE ESCLAVOS Y LAS  
INSTITUCIONES Y PRACTICAS ANALOGAS  
A LA ESCLAVITUD**

**PREAMBULO**

*Los Estados Partes en la presente Convención,*

*Considerando que la libertad es un derecho innato de todo ser humano;*

*Conscientes de que los pueblos de las Naciones Unidas han reafirmado en la Carta su fe en la dignidad y el valor de la persona humana;*

*Considerando que la Declaración Universal de Derechos Humanos, proclamada por la Asamblea General como ideal común que todos los pueblos y naciones han de realizar, afirma que nadie estará sometido a esclavitud ni a servidumbre y que la esclavitud y la trata de esclavos están prohibidas en todas sus formas;*

*Reconociendo que desde que se concertó en Ginebra, el 25 de septiembre de 1926, el Convenio sobre la Esclavitud, encaminado a suprimir la esclavitud y la trata de esclavos, se han realizado nuevos progresos hacia ese fin;*

*Teniendo en cuenta el Convenio sobre el Trabajo Forzoso, de 1930, y las medidas adoptadas después por la Organización Internacional del Trabajo en materia de trabajo forzoso u obligatorio;*

*Advertiendo, sin embargo, que la esclavitud, la trata de esclavos y las instituciones y prácticas análogas a la esclavitud no han sido aún suprimidas en todas las partes del mundo;*

*Habiendo decidido, por ello, que el Convenio de 1926, que continúa en vigor, debe ser*

ampliado ahora por una convención suplementaria destinada a intensificar los esfuerzos nacionales e internacionales encaminados a abolir la esclavitud, la trata de esclavos y las instituciones y prácticas análogas a la esclavitud;

*Han convenido en lo siguiente:*

**SECCION I**

**INSTITUCIONES Y PRÁCTICAS ANÁLOGAS  
A LA ESCLAVITUD**

*Artículo 1*

Cada uno de los Estados Partes en la Convención adoptará todas aquellas medidas, legislativas o de cualquier otra índole, que sean factibles y necesarias para lograr progresivamente y a la mayor brevedad posible la completa abolición o el abandono de las instituciones y prácticas que se indican a continuación, dondequiera que subsistan, les sea o no aplicable la definición de esclavitud que figura en el artículo 1 del Convenio sobre la Esclavitud, firmado en Ginebra en 25 de septiembre de 1926:

- a) La servidumbre por deudas, o sea, el estado o la condición que resulta del hecho de que un deudor se haya comprometido a prestar sus servicios personales, o los de alguien sobre quien ejerce autoridad, como garantía de una deuda, si los servicios prestados, equitativamente valorados, no se aplican al pago de la deuda, o si no se limita su duración ni se define la naturaleza de dichos servicios;

b) La servidumbre de la gleba, o sea, la condición de la persona que está obligada por la ley, por la costumbre o por un acuerdo a vivir y a trabajar sobre una tierra que pertenece a otra persona y a prestar a ésta, mediante remuneración o gratuitamente, determinados servicios, sin libertad para cambiar su condición;

c) Toda institución o práctica en virtud de la cual:

i) Una mujer, sin que le asista el derecho a oponerse, es prometida o dada en matrimonio a cambio de una contrapartida en dinero o en especie entregada a sus padres, a su tutor, a su familia o a cualquier otra persona o grupo de personas;

ii) El marido de una mujer, la familia o el clan del marido tienen el derecho de cederla a un tercero a título oneroso o de otra manera;

iii) La mujer, a la muerte de su marido, puede ser transmitida por herencia a otra persona;

d) Toda institución o práctica en virtud de la cual un niño o un joven menor de dieciocho años es entregado por sus padres, uno de ellos, o por su tutor, a otra persona, mediante remuneración o sin ella, con el propósito de que se explote la persona o el trabajo del niño o del joven.

#### *Artículo 2*

Con objeto de poner fin a las instituciones y prácticas a que se refiere el inciso c) del artículo 1 de la presente Convención, los Estados Partes se comprometen a prescribir, allí donde proceda, edades mínimas apropiadas para el matrimonio, a fomentar la adopción de un procedimiento que permita a cualquiera de los contrayentes expresar libremente su consentimiento al matrimonio ante una autoridad civil o religiosa competente, y a fomentar la inscripción de los matrimonios en un registro.

#### SECCION II

##### LA TRATA DE ESCLAVOS

###### *Artículo 3*

1. El acto de transportar o de intentar transportar esclavos de un país a otro por cualquier medio de transporte, o la complicidad en dicho acto, constituirá delito en la legislación de los Estados Partes en la Convención, y las personas declaradas culpables de él serán castigadas con penas muy severas.

2. a) Los Estados Partes dictarán todas las disposiciones necesarias para impedir que los buques y las aeronaves autorizados a enarbolar su pabellón transporten esclavos y para castigar a las personas culpables de dicho acto o de utilizar el pabellón nacional con ese propósito;

b) Los Estados Partes adoptarán todas las medidas necesarias para impedir que sus puertos, aeropuertos y costas sean utilizados para el transporte de esclavos.

3. Los Estados Partes en la Convención procederán a un intercambio de información con objeto de conseguir una coordinación práctica de las medidas tomadas por ellos para combatir la trata de esclavos y se comunicarán mutuamente todo caso de trata de esclavos y toda tentativa de cometer dicho delito que lleguen a su conocimiento.

###### *Artículo 4*

Todo esclavo que se refugie a bordo de cualquier buque de un Estado Parte en la Convención quedará libre *ipso facto*.

#### SECCION III

##### DISPOSICIONES COMUNES A LA ESCLAVITUD Y A LAS INSTITUCIONES Y PRÁCTICAS ANÁLOGAS A LA ESCLAVITUD

###### *Artículo 5*

En cualquier país donde la esclavitud o las instituciones y prácticas mencionadas en el

artículo 1 de esta Convención no hayan sido completamente abolidas o abandonadas, el acto de mutilar o de marcar a fuego, o por otro medio, a un esclavo o a una persona de condición servil — ya sea para indicar su condición, para infingirle un castigo, o por cualquier otra razón — o la complicidad en tales actos, constituirá delito en la legislación de los Estados Partes en la Convención, y las personas declaradas culpables incurrirán en penalidad.

#### *Artículo 6*

1. El hecho de reducir a una persona a esclavitud, o de inducirla a enajenar su libertad o la de una persona dependiente de ella para quedar reducida a esclavitud, la tentativa de cometer estos actos o la complicidad en ellos o la participación en un acuerdo para ejecutarlos, constituirán delito en la legislación de los Estados Partes en la Convención y las personas declaradas culpables de ellos incurrirán en penalidad.

2. A reserva de lo establecido en el párrafo primero del artículo 1 de la Convención, las disposiciones del párrafo 1 del presente artículo se aplicarán también al hecho de inducir a una persona a someterse o a someter a una persona dependiente de ella a un estado servil que resulte de cualquiera de las instituciones o prácticas mencionadas en el artículo 1, así como a la tentativa de cometer estos actos, o la complicidad en ellos, y a la participación en un acuerdo para ejecutarlos.

#### SECCION IV

##### DEFINICIONES

#### *Artículo 7*

A los efectos de la presente Convención:

a) La "esclavitud", tal como está definida en la Convenio sobre la Esclavitud de 1926, es el estado o condición de las personas sobre las que se ejercen todos o parte de los poderes atri-

buidos al derecho de propiedad, y "esclavo" es toda persona en tal estado o condición;

b) La expresión "persona de condición servil" indica toda persona colocada en la condición o estado que resulta de alguna de las instituciones o prácticas mencionadas en el artículo 1 de la Convención;

c) "Trata de esclavos" significa y abarca todo acto de captura, de adquisición o de disposición de una persona con intención de someterla a esclavitud; todo acto de adquisición de un esclavo con intención de venderlo o de cambiarlo; todo acto de cesión por venta o cambio de una persona, adquirida con intención de venderla o cambiarla, y, en general, todo acto de comercio o de transporte de esclavos, sea cual fuere el medio de transporte empleado.

#### SECCION V

##### COOPERACIÓN ENTRE LOS ESTADOS PARTES Y TRANSMISIÓN DE INFORMACIÓN

#### *Artículo 8*

1. Los Estados Partes en la Convención se comprometen a cooperar entre sí y con las Naciones Unidas para dar cumplimiento a las anteriores disposiciones.

2. Los Estados Partes se comprometen a transmitir al Secretario General de las Naciones Unidas ejemplares de todas las leyes, reglamentos y disposiciones administrativas promulgados o puestos en vigor para dar efecto a las disposiciones de la Convención.

3. El Secretario General comunicará los datos recibidos en virtud del párrafo 2 a los demás Estados Partes y al Consejo Económico y Social como elemento de documentación para cualquier examen que el Consejo emprenda con el propósito de formular nuevas recomendaciones para la abolición de la esclavitud, la trata de esclavos o las instituciones y prácticas que son objeto de la Convención.

## SECCION VI

## DISPOSICIONES FINALES

*Artículo 9*

No se admitirá ninguna reserva a la presente Convención.

*Artículo 10*

Cualquier conflicto que surja entre los Estados Partes en la Convención respecto a su interpretación o a su aplicación, que no pueda ser resuelto por negociación, será sometido a la Corte Internacional de Justicia a petición de cualquiera de las Partes en conflicto, a menos que éstas convengan en resolverlo en otro forma.

*Artículo 11*

1. La presente Convención estará abierta a la firma de cualquiera Estado Miembro de las Naciones Unidas o de los organismos especializados hasta el 1º de julio de 1957. Quedará sometida a la ratificación de los Estados signatarios, y los instrumentos de ratificación serán depositados en poder del Secretario General de las Naciones Unidas, que lo comunicará a todos los Estados signatarios de la Convención o que se adhirieren a ella.

2. Después del 1º de julio de 1957, la Convención quedará abierta a la adhesión de cualquier Estado Miembro de las Naciones Unidas o de un organismo especializado, o a la de cualquier otro Estado a quien la Asamblea General de las Naciones Unidas haya invitado a adherirse a la Convención. La adhesión se efectuará depositando un instrumento en debida forma en poder del Secretario General de las Naciones Unidas, que lo comunicará a todos los Estados signatarios de la Convención o que se adhirieren a ella.

*Artículo 12*

1. La presente Convención se aplicará a todos los territorios no autónomos, en fideicomiso,

coloniales y demás territorios no metropolitanos cuyas relaciones internacionales estén encomendadas a cualquiera de los Estados Partes; la Parte interesada, en el momento de la firma, de la ratificación o de la adhesión, y a reserva de lo dispuesto en el párrafo 2 del presente artículo, deberá indicar el territorio o los territorios no metropolitanos a los que la Convención se aplicará *ipso facto* como resultado de dicha firma, ratificación o adhesión.

2. Cuando, en virtud de las leyes o prácticas constitucionales del Estado Parte o del territorio no metropolitano, sea necesario el consentimiento previo de un territorio no metropolitano, la Parte deberá procurar obtener el consentimiento del territorio no metropolitano dentro de los doce meses siguientes a la fecha en que el Estado metropolitano haya firmado la Convención, y, cuando lo haya obtenido, lo notificará al Secretario General. La Convención se aplicará al territorio o a los territorios mencionados en dicha notificación desde la fecha en que la reciba el Secretario General.

3. A la terminación del plazo de doce meses mencionado en el párrafo anterior, los Estados Partes interesados comunicarán al Secretario General el resultado de las consultas con los territorios no metropolitanos cuyas relaciones internacionales les estén encomendadas y que no hubieren dado su consentimiento para la aplicación de la Convención.

*Artículo 13*

1. La presente Convención entrará en vigor en la fecha en que sean Partes en ella dos Estados.

2. La Convención entrará luego en vigor, respecto de cada Estado y territorio, en la fecha de depósito del instrumento de ratificación o de adhesión de ese Estado o de la notificación de su aplicación a dicho territorio.

*Artículo 14*

1. La aplicación de la presente Convención se dividirá en períodos sucesivos de tres años, el primero de los cuales empezará a contarse a partir de la fecha en que entre en vigor la Convención, según lo dispuesto en el párrafo 1 del artículo 13.

2. Todo Estado Parte podrá denunciar la Convención notificándolo al Secretario General seis meses, por lo menos, antes de que expire el período de tres años que esté en curso. El Secretario General informará a todos los demás Estados Partes acerca de dicha notificación y de la fecha en que la haya recibido.

3. Las denuncias surtirán efecto al expirar el período de tres años que esté en curso.

4. En los casos en que, de conformidad con lo dispuesto en el artículo 12, la Convención se haya hecho aplicable a un territorio no metropolitano de una Parte, ésta, con el consentimiento del territorio de que se trate, podrá, desde entonces, notificar en cualquier momento al Secretario General de las Naciones Unidas que denuncia la Convención por lo que respecta

a dicho territorio. La denuncia surtirá efecto un año después de la fecha en que haya sido recibida la notificación por el Secretario General, quien informará de dicha notificación y de la fecha en que la haya recibido a todos los demás Estados Partes.

*Artículo 15*

La presente Convención, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositada en los archivos de la Secretaría de las Naciones Unidas. El Secretario General extenderá copias certificadas auténticas de la Convención para que sean enviadas a los Estados Partes, así como a todos los demás Estados Miembros de las Naciones Unidas y de los organismos especializados.

EN TESTIMONIO DE LO CUAL los infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado la presente Convención en las fechas que figuran al lado de sus respectivas firmas.

HECHO en la Oficina Europea de las Naciones Unidas, Ginebra, a los siete días de septiembre de mil novecientos cincuenta y seis.

FOR AFGHANISTAN:

POUR L'AFGHANISTAN:

阿富汗:

За Афганистан:

POR EL AFGANISTÁN:

FOR ALBANIA:

POUR L'ALBANIE:

阿爾巴尼亞:

За Албанија:

POR ALBANIA:

FOR ARGENTINA:

POUR L'ARGENTINE:

阿根廷:

За Аргентину:

POR LA ARGENTINA:

FOR AUSTRALIA:

POUR L'AUSTRALIE:

澳大利亞:

За Австралию:

POR AUSTRALIA:

G. JOCKEL

FOR AUSTRIA:

POUR L'AUTRICHE:

奥地利:

За Австрію:

POR AUSTRIA:

FOR THE KINGDOM OF BELGIUM:

POUR LE ROYAUME DE BELGIQUE:

比利时王國:

За Королевство Бельгии:

POR EL REINO DE BÉLGICA:

Marc SOMERHAUSEN

FOR BOLIVIA:

POUR LA BOLIVIE:

玻利維亞:

За Боливија:

POR BOLIVIA:

FOR BRAZIL:

POUR LE BRÉSIL:

巴西:

За Бразилија:

POR EL BRASIL:

FOR BULGARIA:

POUR LA BULGARIE:

保加利亞:

За България:

POR BULGARIA:

FOR THE UNION OF BURMA:

POUR L'UNION BIRMANE:

緬甸聯邦:

За Бирманский Союз:

POR LA UNIÓN BIRMANA:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE Soviétique de Biélorussie:

白俄羅斯蘇維埃社會主義共和國:

За Белорусскую Советскую Социалистическую Республику:

POR LA REPÚBLICA SOCIALISTA Soviética de Bielorrusia:

K. ABUSHKEVICH

FOR CAMBODIA:

POUR LE CAMBODGE:

高棉:

За Камбоджу:

POR CAMBOJA:

FOR CANADA:

POUR LE CANADA:

加拿大:

За Канаду:

POR EL CANADÁ:

R. Harry JAY

FOR CEYLON:

POUR CEYLAN:

锡兰:

За Цейлон:

POR CEILÁN:

FOR CHILE:

POUR LE CHILI:

智利:

За Чили:

POR CHILE:

FOR CHINA:

POUR LA CHINE:

中國:

За Китай:

POR LA CHINA:

FOR COLOMBIA:

POUR LA COLOMBIE:

哥倫比亞:

За Колумбию:

POR COLOMBIA:

FOR COSTA RICA:

POUR LE COSTA-RICA:

哥斯大黎加:

За Коста-Рику:

POR COSTA RICA:

FOR CUBA:

POUR CUBA:

古巴:

За Кубу:

POR CUBA:

FOR CZECHOSLOVAKIA:

POUR LA TCHÉCOSLOVAQUIE:

捷克斯洛伐克:

За Чехословакию:

POR CHECOESLOVAQUIA:

Přibyslav Pavlík

FOR DENMARK:

POUR LE DANEMARK:

丹麦:

За Данмари:

POR DINAMARCA:

**FOR THE DOMINICAN REPUBLIC:**

**POUR LA RÉPUBLIQUE DOMINICAINE:**

多明尼加共和国:

За Доминиканскую Республику:

**POR LA REPÚBLICA DOMINICANA:**

**FOR ECUADOR:**

**POUR L'ÉQUATEUR:**

厄瓜多:

За Эквадор:

**POR EL ECUADOR:**

**FOR EGYPT:**

**POUR L'ÉGYPTE:**

埃及:

За Египет:

**POR EGIPTO:**

FOR EL SALVADOR:

POUR LE SALVADOR:

薩爾瓦多:

За Сальвадор:

POR EL SALVADOR:

Albert AMY

FOR ETHIOPIA:

POUR L'ETHIOPIE:

阿比西尼亞:

За Эфиопию:

POR ETIOPÍA:

FOR FINLAND:

POUR LA FINLANDE:

芬蘭:

За Финляндию:

POR FINLANDIA:

FOR FRANCE:

POUR LA FRANCE:

法蘭西:

За Франција:

POR FRANCIA:

E. GIRAUD

FOR THE FEDERAL REPUBLIC OF GERMANY:

POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:

德意志聯邦共和國:

За Федеративнуу Республику Германий:

POR LA REPÚBLICA FEDERAL DE ALEMANIA:

Rudolf THIERFELDER

FOR GREECE:

POUR LA GRÈCE:

希臘:

За Греција:

POR GRECIA:

Antoine POUNPOURA

FOR GUATEMALA:

POUR LE GUATEMALA:

瓜地馬拉:

За Гватемалу:

POR GUATEMALA:

DUPONT-WILLEMIN

FOR HAITI:

POUR HAÏTI:

海地:

За Гаити:

POR HAITÍ:

Wesner APOLLON

FOR HONDURAS:

POUR LE HONDURAS:

洪都拉斯:

За Гондурас:

POR HONDURAS:

FOR HUNGARY:

POUR LA HONGRIE:

匈牙利:

За Венгрию:

POR HUNGRÍA:

VITÁNYI Béla

FOR ICELAND:

POUR L'ISLANDE:

冰岛:

За Исландию:

POR ISLANDIA:

FOR INDIA:

POUR L'INDE:

印度:

За Индию:

POR LA INDIA:

K. V. PADMANABHAN

FOR INDONESIA:

POUR L'INDONÉSIE:

印度尼西亞:

За Индонезию:

POR INDONESIA:

FOR IRAN:

POUR L'IRAN:

伊朗:

За Иран:

POR IRÁN:

FOR IRAQ:

POUR L'IRAK:

伊拉克:

За Ирак:

POR IRAK:

K. DACHISTANI

**FOR IRELAND:**

**POUR L'IRLANDE:**

**愛爾蘭:**

**За Ирландию:**

**POR IRLANDA:**

**FOR ISRAEL:**

**POUR ISRAËL:**

**以色列:**

**За Израиль:**

**POR ISRAEL:**

**Menahem KAHANY**

**FOR ITALY:**

**POUR L'ITALIE:**

**意大利:**

**За Италию:**

**POR ITALIA:**

**Federico PESCATORI**

FOR JAPAN:

POUR LE JAPON:

日本:

За Японию:

POR EL JAPÓN:

FOR THE HASHEMITE KINGDOM OF JORDAN:

POUR LE ROYAUME HACHÉMITE DE LA JORDANIE:

約但哈希米德王國:

За Хашемитское Королевство Иордания:

POR EL REINO HACHEMITA DE JORDANIA:

FOR THE REPUBLIC OF KOREA:

POUR LA RÉPUBLIQUE DE CORÉE:

大韓民國:

За Корейскую Республику:

POR LA REPÚBLICA DE COREA:

TIAS 6418

FOR LAOS:

POUR LE LAOS:

寮國:

ສາ ລາວ:

POR LAOS:

FOR LEBANON:

POUR LE LIBAN:

黎巴嫩:

За Ливан:

POR EL LÍBANO:

FOR LIBERIA:

POUR LE LIBÉRIA:

利比里亞:

За Либерию:

POR LIBERIA:

A. Dash WILSON

Arthur B. CASSELL

FOR LIBYA:

POUR LA LIBYE:

利比亞:

За Ливію:

POR LIBIA:

FOR THE GRAND DUCHY OF LUXEMBOURG:

POUR LE GRAND-DUCHÉ DE LUXEMBOURG:

盧森堡大公國

За Великое Герцогство Люксембург:

POR EL GRAN DUCADO DE LUXEMBURGO:

ELTER

FOR MEXICO:

POUR LE MEXIQUE:

墨西哥:

За Мексику:

POR MÉXICO:

E. CALDERÓN PUIG

**FOR MONACO:**

**POUR MONACO:**

摩納哥：

За Монако:

Por Mónaco:

**FOR MOROCCO:**

**POUR LE MAROC:**

摩洛哥：

За Марокко:

Por Marruecos:

**FOR NEPAL:**

**POUR LE NÉPAL:**

尼泊爾：

За Непал:

Por Nepal:

FOR THE KINGDOM OF THE NETHERLANDS:

POUR LE ROYAUME DES PAYS-BAS:

荷蘭王国:

За Королевство Нидерландов:

POR EL REINO DE LOS PAÍSES BAJOS:

A. F. W. LUNSINGH MEIJER

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

新西兰:

За Новую Зеландию:

POR NUEVA ZELANDIA:

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜:

За Никарагуа:

POR NICARAGUA:

FOR THE KINGDOM OF NORWAY:

POUR LE ROYAUME DE NORVÈGE:

挪威王國:

За Королевство Норвегии:

POR EL REINO DE NORUEGA:

Johan CAPPELEN

FOR PAKISTAN:

POUR LE PAKISTAN:

巴基斯坦:

За Пакистан:

POR EL PAKISTÁN:

S. S. JAFRI

FOR PANAMA:

POUR LE PANAMA:

巴拿馬:

За Панаму:

POR PANAMÁ:

FOR PARAGUAY:

POUR LE PARAGUAY:

巴拉圭:

За Парагвай:

POR EL PARAGUAY:

FOR PERU:

POUR LE PÉROU:

秘魯:

За Перу:

POR EL PERÚ:

Max DE LA FUENTE LOCKER

FOR THE PHILIPPINE REPUBLIC:

POUR LA RÉPUBLIQUE DES PHILIPPINES:

菲律宾共和国:

За Филиппинскую Республику:

POR LA REPÚBLICA DE FILIPINAS:

FOR POLAND:

POUR LA POLOGNE:

波蘭:

За Польшу:

POR POLONIA:

JURKIEWICZ

FOR PORTUGAL:

POUR LE PORTUGAL:

葡萄牙:

За Португалию:

POR PORTUGAL:

Franco NOGUEIRA  
Adriano MOREIRA

FOR ROMANIA:

POUR LA ROUMANIE:

羅馬尼亞:

За Румъния:

POR RUMANIA:

D. OLTEANU

FOR SAN MARINO:

POUR SAINT-MARIN:

聖馬利諾:

За Сан-Марино:

POR SAN MARINO:

H. REYNAUD

FOR SAUDI ARABIA:

POUR L'ARABIE SAOUDITE:

蘇地亞拉伯:

За Саудовскую Аравию:

POR ARABIA SAUDITA:

FOR SPAIN:

POUR L'ESPAGNE:

西班牙:

За Испанию:

POR ESPAÑA:

FOR THE SUDAN:

POUR LE SOUDAN:

蘇丹:

За Судан:

POR EL SUDÁN:

Ahmed ATABANI

FOR SWEDEN:

POUR LA SUÈDE:

瑞典:

За Швецию:

POR SUECIA:

FOR SWITZERLAND:

POUR LA SUISSE:

瑞士:

За Швейцарию:

POR SUZA:

FOR SYRIA:

POUR LA SYRIE:

敘利亞:

За Сирію:

POR SIRIA:

FOR THAILAND:

POUR LA THAÏLANDE:

泰國:

За Таїланд:

POR TAILANDIA:

FOR TUNISIA:

POUR LA TUNISIE:

突尼西亞:

За Туніс:

POR TÚNEZ:

FOR TURKEY:

POUR LA TURQUIE:

土耳其:

За Турција:

Por Turquía:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:

乌克兰蘇維埃社會主義共和國:

За Українську Соціалістичну Радянську Республіку:

POR LA REPÚBLICA SOCIALISTA Soviética DE UCRANIA:

MIKHAILENKO

FOR THE UNION OF SOUTH AFRICA:

POUR L'UNION SUD-AFRICAINE:

南非聯邦:

За Южно-Африканский Союз:

POR LA UNIÓN SUDAFRICANA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:

蘇維埃社會主義共和國聯盟:

За Союз Советских Социалистических Республик:

POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:

A. CHISTYAKOV

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:

大不列顛及北愛爾蘭聯合王國:

За Соединенное Королевство Великобритании и Северной  
Ирландии:

POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

David Scott Fox

FOR THE UNITED STATES OF AMERICA:

POUR LES ÉTATS-UNIS D'AMÉRIQUE:

美利堅合衆國:

За Соединенные Штаты Америки:

POR LOS ESTADOS UNIDOS DE AMÉRICA:

**FOR URUGUAY:**

**POUR L'URUGUAY:**

烏拉圭:

За Уругвай:

**POR EL URUGUAY:**

**FOR VATICAN CITY:**

**POUR LA CITÉ DU VATICAN:**

梵諦岡:

За Ватикан:

**POR LA CIUDAD DEL VATICANO:**

**FOR VENEZUELA:**

**POUR LE VENEZUELA:**

委內瑞拉:

За Венесуэлу:

**POR VENEZUELA:**

FOR VIET-NAM:

POUR LE VIET-NAM:

越南:

За Вьетнам:

POR VIET-NAM:

KHIEM

FOR YEMEN:

POUR LE YÉMEN:

葉門:

За Йемен:

POR EL YEMEN:

FOR YUGOSLAVIA:

POUR LA YUGOSLAVIE:

南斯拉夫:

За Југославију:

POR YUGOESLAVIA:

G. VLAHOV

WHEREAS the said Supplementary Convention, in accordance with Article 11 thereof, remained open for signature from September 7, 1956 to July 1, 1957, during which period it was signed on behalf of certain countries, not including the United States of America, and thereafter has remained open for accession;

WHEREAS the Senate of the United States of America by its resolution of November 2, 1967, two-thirds of the Senators present concurring therein, did advise and consent to accession to the Supplementary Convention;

WHEREAS the President of the United States of America, in pursuance of the aforesaid advice and consent of the Senate, duly approved on November 9, 1967 the accession of the United States of America to the Supplementary Convention;

WHEREAS it is provided in Article 13 that the Supplementary Convention shall enter into force on the date on which two States have become parties thereto and shall thereafter enter into force with respect to each State on the date of deposit of the instrument of ratification or accession of that State;

AND WHEREAS, pursuant to the aforesaid provisions of Article 13, the Supplementary Convention first entered into force on April 30, 1957, and entered into force with respect to the United States of America on December 6, 1967, the date of deposit by the United States of America of its instrument of accession;

Now, THEREFORE, be it known that I, Lyndon B. Johnson, President of the United States of America, do hereby proclaim and make public the said Supplementary Convention, to the end that the same and every article and clause thereof shall be observed and fulfilled with good faith, on and after December 6, 1967, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this nineteenth day of December in  
the year of our Lord one thousand nine hundred sixty-  
seven and of the Independence of the United States of  
America the one hundred ninety-second.

LYNDON B JOHNSON

By the President:

DEAN RUSK

*Secretary of State*

# INDONESIA

## **Surplus Property: Rescheduling of Payments Under Agreement of May 28, 1947**

***Memorandum of agreement signed at Djakarta December 30, 1967;  
Entered into force December 30, 1967.***

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MEMORANDUM OF AGREEMENT BETWEEN  
THE GOVERNMENT OF THE UNITED STATES OF AMERICA  
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA  
REGARDING THE RESCHEDULING OF PAYMENTS UNDER  
THE SURPLUS PROPERTY AGREEMENT OF MAY 28, 1947

1. Reference is made to the "Agreement between the Government of the United States of America and the Government of the Netherlands Indies Regarding a Line of Credit for the Purchase [1] of United States Surplus Property" signed May 28, 1947, and to the release of the Netherlands Government from its guaranty thereunder and the assumption by the Government of the Republic of Indonesia of the debt under such Agreement. Such assumption was effected by the exchange of a joint note signed by the Netherlands and Indonesian Ministers of Foreign Affairs on September 17 and [2] October 15, 1952, respectively, to the Secretary of State of the United States and the notes responding thereto of the Secretary of State to the Netherlands Ambassador and to the Indonesian [2] Ambassador both signed April 8, 1953. Reference is also made to

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<sup>1</sup> TIAS 1750; 61 Stat. 3947.

<sup>2</sup> TIAS 2820; 4 UST 1557.

understandings reached in Paris December 19-20, 1966 and in Amsterdam February 22-24, 1967 between representatives of the Governments of the United States of America and the Republic of Indonesia and among representatives of other creditor governments regarding the rescheduling of debts owed to them by the Government of the Republic of Indonesia.

2. In accordance with such understandings and pursuant to section 2D of the Agreement of May 28, 1947 referred to above, it is agreed that the payment obligations provided thereunder be modified as follows:

- (a) installments due and payable on July 1, 1965, 1966 and 1967, respectively, amounting to \$6,251,006.37 in principal and to \$2,000,322.03 in interest be consolidated, making a total of \$8,251,328.40 (hereinafter, the "Consolidated Amount");
- (b) Consolidation Interest shall accrue on the Consolidated Amount at the rate of 3 percent per annum during the period January 1, 1968 through December 31, 1970, shall not be subject to being compounded and shall be deferred and become payable in the years 1971-1978 in accordance with the schedule of subparagraph 2(c);
- (c) the Consolidated Amount of \$8,251,328.40 and Consolidation Interest to be accrued in 1968-1970 aggregating \$742,619.56 shall each be payable in increments on July 1 in the years 1971-1978 as follows: 5 percent in 1971; 10 percent each in 1972, 1973 and 1974; 15 percent each in 1975, 1976 and 1977; and 20 percent in 1978;

(d) in addition to the amounts payable under subparagraph 2(c), Consolidation Interest shall accrue at the rate of 3 percent per annum and shall be payable on July 1, 1971 and each July 1 thereafter on the outstanding balance of the Consolidated Amount;

(e) for periods of less than a year, interest is computed on a 365-day-year, number-of-days' basis.

3. Annex A hereto sets forth a Revised Schedule of Payments including those specified in paragraph 2 of this Agreement and the remaining contractual payments due in accordance with the Agreement of May 28, 1947 which are not otherwise modified by this Agreement.

4. Annex B hereto sets forth the computation of the Consolidated Amount.

DONE at Djakarta, in duplicate, this *thirtieth* day of *December* 1967.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

MARSHALL GREEN

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA:

ADAM MALIK

## ANNEX A

## Surplus Property Agreement (May 28, 1947)

## Revised Schedule of Payments

(as of January 1, 1968)

Due Dates	Payment of "Consolidated Amount" as of Dec. 31, 1967			Original Contractual Payments Schedule (from Jan. 1, 1968 to final maturity 2/1/1978, interest per annum)		
	1 Payment of "Consolidated Amount" of Principal, <sup>(a)</sup> Interest, <sup>(b)</sup>	2 Payment of "Consolidation Interest" of 3 percent (\$37,167,337.56 1968-1970) <sup>(b)</sup>	3 Payment of "Con- solidation Interest" at 3 percent of "Consolid- ated Amount per Column 1 (c) <sup>(d)</sup>	4 Total Payments Due (\$1+2+3)	5 Principal	6 Interest(d)
July 1, 1968	—	—	—	\$ 2,083,668.79	\$ 561,753.89	\$ 2,625,422.68
July 1, 1969	—	—	—	2,083,668.79	500,090.51	2,583,749.30
July 1, 1970	—	—	—	2,083,668.79	458,407.14	2,542,075.93
July 1, 1971	\$ 412,566.42	\$ 37,130.98	\$ 267,539.85	\$ 697,231.25	2,083,668.60	416,713.76
July 1, 1972	825,132.84	74,261.96	235,162.86	> 1,134,557.66	2,083,668.80	375,060.36
July 1, 1973	825,132.84	74,261.96	210,408.87	1,109,803.67	2,083,668.80	333,167.01
July 1, 1974	825,132.84	74,261.96	185,654.89	1,085,049.69	2,083,668.90	291,713.63
July 1, 1975	1,237,699.26	111,392.93	160,900.90	1,509,993.09	2,083,668.60	250,040.26
July 1, 1976	1,237,699.26	111,392.93	123,769.93	1,472,862.12	2,083,668.80	208,366.93
July 1, 1977	1,237,699.26	111,392.93	86,618.95	1,435,731.14	2,083,668.90	166,693.50
July 1, 1978	1,650,265.68	148,523.91	49,507.97	1,848,297.56	2,083,668.79	125,020.13
July 1, 1979	—	—	—	—	2,083,668.79	83,346.75
July 1, 1980	—	—	—	—	2,083,668.79	51,673.37
<b>Totals</b>	<b>\$8,251,328.40</b>	<b>\$742,619.56</b>	<b>\$1,299,554.27</b>	<b>\$10,293,532.18</b>	<b>\$1,792,277.21</b>	<b>\$30,819,971.55</b>

- (a) Column 1: Represents payments in arrears on due date of 7/1/65 totaling \$2,083,668.79 principal and \$666,774.01 interest, and payments due in the consolidation period on 7/1/66 and 7/1/67 totaling \$4,167,337.53 on principal and \$1,333,543.02 interest. Totals equal \$6,251,006.17 principal and \$2,300,312.03 interest, or \$8,251,328.40 "Consolidated Amount."
- (b) Column 2: Represents "Consolidation Interest" of 3 percent per annum of \$8,251,328.40 "Consolidated Amount" accrued in calendar years 1966-1970. The aggregate accrual of \$742,619.56 is due in annual payments of 5 percent in 1972-1974; 10 percent each in 1975-1977; and 20 percent in 1978.
- (c) Column 3: Represents "Consolidation Interest" of 3 percent per annum payable annually in 1971-1978 based on the outstanding balance of the "Consolidated Amount" declining in accordance with Column 1.

- (d) For periods under a year, interest is computed on a 365-day year, number-of-days basis.

## ANNEX B

Surplus Property Credit Agreement - Consolidated AmountContractually due for Consolidation

<u>Date</u>	<u>Principal Due</u>	<u>Interest Due</u>
July 1, 1965	\$2,083,668.79	\$666,774.01
Total arrears 6/30/66	\$2,083,668.79	\$666,774.01
July 1, 1966	\$2,083,668.79	\$666,774.01
July 1, 1967	<u>2,083,668.79</u>	<u>666,774.01</u>
Total Consolidation Period 7/1/66-12/31/67	\$4,167,337.58	\$1,333,548.02
Totals	<u>\$6,251,006.37</u>	<u>\$2,000,322.03</u>
Consolidated Amount of Principal and Interest	\$ <u>8,251,328.40</u>	

# MEXICO

## Settlement of the Pious Fund Claim

*Agreement effected by exchange of notes  
Signed at Tlatelolco and México August 1, 1967;  
Entered into force August 1, 1967.*

*The Mexican Secretary of Foreign Relations to the American Ambassador*

SECRETARIA DE RELACIONES EXTERIORES  
ESTADOS UNIDOS MEXICANOS  
MEXICO

TLATELOLCO, D. F.,  
*a 10. de agosto de 1967.*

506277

### SEÑOR EMBAJADOR:

Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 781, de fecha 4 de diciembre de 1964, en la que solicitó ser informado de los pasos que el Gobierno de México estaría dispuesto a dar para resolver el caso del llamado "Fondo Piadoso de las Californias".

El caso del llamado "Fondo Piadoso de las Californias" se rige por el laudo pronunciado, el 14 de octubre de 1902 en la Corte Permanente de Arbitraje de La Haya, por el tribunal constituido de conformidad con el Protocolo de Compromiso entre México y los Estados Unidos de América firmado en Washington el 22 de mayo de 1902.

El laudo arbitral de 14 de octubre de 1902 estatuyó:

a) la reclamación presentada por el Gobierno de los Estados Unidos de América, en favor del Arzobispo de San Francisco y del Obispo de Monterrey, se rige por el principio de *res judicata* en virtud de la sentencia arbitral de Sir Edward Thornton de 11 de noviembre de 1875, enmendada por él el 24 de octubre de 1876;

b) en los términos de dicha sentencia arbitral, el Gobierno de los Estados Unidos Mexicanos fué condenado a pagar al Gobierno de los Estados Unidos de América la cantidad de 1,420,682.67 pesos mexicanos, en moneda de curso legal en México, correspondiente a las anualidades vencidas pero no pagadas desde el 2 de febrero de 1869 al 2 de febrero de 1902;

c) el Gobierno de los Estados Unidos Mexicanos fué asimismo condenado a pagar al Gobierno de los Estados Unidos de América el 2 de febrero de cada año, a perpetuidad, una renta anual de 43,050.99 pesos mexicanos, en moneda de curso legal en México.

En cumplimiento del laudo arbitral de 14 de octubre de 1902, el Gobierno de la República Mexicana pagó al Gobierno de los Estados Unidos de América la cantidad de 1,420,682.67 pesos mexicanos, correspondiente a las anualidades vencidas desde el 2 de febrero de 1869 al 2 de febrero de 1902; y asimismo pagó al Gobierno de los Estados Unidos de América, las anualidades que fueron venciendo posteriormente hasta el 2 de febrero de 1914, inclusive.

En consecuencia, para dar cabal satisfacción al laudo arbitral de 14 de octubre de 1902, se encuentran pendientes las siguientes obligaciones a cargo del Gobierno de los Estados Unidos Mexicanos:

- a) las anualidades vencidas a partir de la fecha de la suspensión de los pagos;
- b) las que, en el futuro, sigan venciendo el 2 de febrero de cada año en los términos del apartado tercero del laudo arbitral de 14 de octubre de 1902.

Habiendo desaparecido las causas que motivaron la suspensión de los pagos anuales correspondientes al llamado "Fondo Piadoso de las Californias", mi Gobierno está en la mejor disposición de llegar a un arreglo con el Gobierno de Vuestra Excelencia para liquidar definitivamente esta cuestión con base en el laudo de 14 de octubre de 1902.

Animado del deseo de dar una muestra de esa buena disposición, el Gobierno de México hizo entrega al Gobierno de los Estados Unidos de América, en abril de 1966, de la cantidad de 43,050.99 pesos mexicanos, por concepto de la anualidad correspondiente a dicho año.

Además, se han celebrado conversaciones entre representantes del Gobierno Mexicano y del Gobierno de Vuestra Excelencia para determinar, por una parte, el monto de la cantidad que el Gobierno de México está obligado a pagar por concepto de anualidades vencidas conforme al laudo arbitral de 14 de octubre de 1902 y, por otra parte, el monto de la cantidad que el Gobierno de México podría entregar al Gobierno de los Estados Unidos de América, por una sola vez, para liberarse de la obligación que le impuso el apartado tercero del laudo arbitral de 14 de octubre de 1902 de pagar a perpetuidad una renta anual de 43,050.99 pesos mexicanos.

Como resultado de las conversaciones a que he aludido, estoy en aptitud de proponer a Vuestra Excelencia el arreglo definitivo del caso del llamado "Fondo Piadoso de las Californias" conforme a las siguientes bases:

I. — El Gobierno de los Estados Unidos Mexicanos pagará al Gobierno de los Estados Unidos de América la cantidad de 8,269.-616.51 pesos, equivalente a 662,099.00 dólares, para satisfacer el importe de todas las anualidades vencidas hasta la fecha. Para fijar esta cantidad, se ha tomado en cuenta el tipo de cambio del peso mexicano respecto del dólar de los Estados Unidos de América que prevalecía a la fecha del vencimiento de cada una de las anualidades que se adeudan.

II. – Con el fin de liberarse de la obligación que le impuso el laudo arbitral de 14 de octubre de 1902 de pagar al Gobierno de los Estados Unidos de América, a perpetuidad, una renta anual de 43,050.99 pesos mexicanos, el Gobierno de los Estados Unidos Mexicanos pagará al Gobierno de los Estados Unidos de América, por una sola vez, la cantidad de 717,513.03 pesos mexicanos, equivalente a 57,447.00 dólares de los Estados Unidos de América. Esta cantidad ha sido determinada teniendo en cuenta que, impuesta al 6% anual, produciría una renta igual a la que fija la citada sentencia arbitral de 14 de octubre de 1902.

III. – En consideración al pago de las sumas señaladas en los párrafos I y II anteriores, el Gobierno de los Estados Unidos de América por si y a nombre del Arzobispo de San Francisco y del Obispo de Monterrey, sus sucesores y causahabientes, conviene en dar por totalmente liquidada, pagada y finiquitada la reclamación que presentó contra el Gobierno de los Estados Unidos Mexicanos, a beneficio de aquellos conocida con el nombre de “Fondo Piadoso de las Californias” y libera en lo absoluto al Gobierno de los Estados Unidos Mexicanos de cualquier obligación que pudiera derivarse para éste de la sentencia arbitral de Sir Edward Thornton de 11 de noviembre de 1875, enmendada por él el 24 de octubre de 1876 y de la sentencia arbitral pronunciada el 14 de octubre de 1902, en la Corte Permanente de La Haya, por el Tribunal de Arbitraje constituido de conformidad con el Protocolo de Compromiso entre la República de México y los Estados Unidos de América firmado en Washington el 22 de mayo de 1902. En consecuencia, el Gobierno de los Estados Unidos de América, por si y a nombre del Arzobispo de San Francisco y del Obispo de Monterrey, de sus sucesores y derechohabientes renuncia para siempre a toda reclamación que pudiera tener contra el Gobierno de los Estados Unidos Mexicanos por el concepto del llamado “Fondo Piadoso de las Californias”.

En caso de que el Gobierno de los Estados Unidos de América esté de acuerdo con los términos de este arreglo, mi Gobierno considerará que la presente nota y la que Vuestra Excelencia me dirija expresando la conformidad de su Gobierno y dándose por recibida de las cantidades fijadas en los párrafos I y II anteriores, constituye un Acuerdo entre los Estados Unidos Mexicanos y los Estados Unidos de América para la liquidación, el pago y finiquito definitivos de la reclamación conocida con el nombre de “Fondo Piadoso de las Californias”, el cual surtirá efectos a partir de la fecha de la nota de respuesta de Vuestra Excelencia.

Aprovecho esta oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

ANTONIO CARRILLO F

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

*Translation*

MINISTRY FOR FOREIGN RELATIONS  
UNITED MEXICAN STATES  
MEXICO

506277

T<sub>L</sub>ATELOLCO, D. F., *August 1, 1967***MR. AMBASSADOR:**

I have the honor to refer to Your Excellency's note No. 781, dated December 4, 1964, in which you asked to be informed of the steps that the Government of Mexico would be willing to take to settle the case of the so-called "Pious Fund of the Californias."

The case of the "Pious Fund" is governed by the award handed down on October 14, 1902 in the Permanent Court of Arbitration at The Hague by the tribunal constituted in accordance with the Protocol between Mexico and the United States of America signed in Washington on May 22, 1902. [1]

The arbitral award of October 14, 1902 provided as follows:

(a) The claim presented by the Government of the United States of America on behalf of the Archbishop of San Francisco and the Bishop of Monterey is governed by the principle of *res judicata* by virtue of the arbitral award of Sir Edward Thornton of November 11, 1875, as amended by him on October 24, 1876.

(b) By the terms of the said arbitral award, the Government of the United Mexican States was ordered to pay to the Government of the United States of America the sum of 1,420,682.67 Mexican pesos, legal tender of Mexico, representing the annuities accrued but not paid from February 2, 1869 to February 2, 1902.

(c) The Government of the United Mexican States was likewise ordered to pay to the Government of the United States of America on February 2 of each year, in perpetuity, an annuity of 43,050.99 Mexican pesos, legal tender of Mexico.

In compliance with the arbitral award of October 14, 1902 the Government of the Mexican Republic paid to the Government of the United States of America the sum of 1,420,682.67 Mexican pesos, covering the annuities accrued from February 2, 1869 to February 2, 1902; and it likewise paid to the Government of the United States of America the annuities that accrued subsequently up to February 2, 1914, inclusive.

Consequently, in order to comply fully with the terms of the arbitral award of October 14, 1902, the Government of the United Mexican States must meet the following obligations:

(a) The annuities accrued since the date of suspension of the payments;

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<sup>1</sup> I Malloy 1194.

- (b) Those that will continue to accrue, in the future, on February 2 of each year under the terms of paragraph three of the arbitral award of October 14, 1902.

Since the reasons for the suspension of the annual payments pertaining to the "Pious Fund of the Californias" no longer exist, my Government is quite willing to make an arrangement with Your Excellency's Government to settle this matter definitively on the basis of the award of October 14, 1902.

Desiring to give a token of its goodwill, the Government of Mexico paid to the Government of the United States of America in April 1966 the sum of 43,050.99 Mexican pesos, representing the annuity for that year.

Furthermore, talks have been held between representatives of the Mexican Government and of Your Excellency's Government in order to determine, on the one hand, the total amount that the Government of Mexico is obliged to pay in accrued annuities under the arbitral award of October 14, 1902, and, on the other hand, the total amount that the Government of Mexico could pay to the Government of the United States, in a lump sum, to relieve itself of the obligation imposed upon it by the third paragraph of the arbitral award of October 14, 1902, to pay in perpetuity an annuity of 43,050.99 Mexican pesos.

As a result of the talks to which I have referred, I am in a position to propose to Your Excellency the definitive settlement of the case of the "Pious Fund of the Californias" on the following bases:

I. The Government of the United Mexican States will pay to the Government of the United States of America the sum of 8,269,616.51 pesos, equivalent to 662,099.00 dollars, in payment of all the annuities accrued to date. In determining this amount, the exchange rate of the Mexican peso in terms of the United States dollar in effect on the due date of each of the annuities owing was taken into account.

II. In order to relieve itself of the obligation imposed upon it by the arbitral award of October 14, 1902, to pay an annuity of 43,050.99 Mexican pesos to the Government of the United States of America in perpetuity, the Government of the United Mexican States will pay 717,513.03 Mexican pesos to the Government of the United States of America in a lump sum, equivalent to 57,447.00 dollars of the United States of America. This amount has been determined by taking into account the fact that, at 6 percent per year, it would produce an annuity equal to the one fixed by the arbitral award of October 14, 1902.

III. In consideration of the payment of the sums specified in paragraphs I and II above, the Government of the United States of America, for itself and on behalf of the Archbishop of San Francisco and the Bishop of Monterey and their successors and assigns, agrees to consider as fully settled, paid, and discharged the claim that it presented against the Government of the United Mexican States

for their benefit, known by the name of the "Pious Fund of the Californias," and completely releases the Government of the United Mexican States from any obligation that might devolve upon it from the arbitral award of Sir Edward Thornton of November 11, 1875, as amended by him on October 24, 1876, and from the arbitral award handed down on October 14, 1902 in the Permanent Court of Arbitration at The Hague by the arbitral tribunal constituted in accordance with the Protocol between the Republic of Mexico and the United States of America signed in Washington on May 22, 1902. Consequently, the Government of the United States of America, for itself and on behalf of the Archbishop of San Francisco and the Bishop of Monterey and their successors and assigns, renounces forever any claim that it might have against the Government of the United Mexican States on account of the so-called "Pious Fund of the Californias."

In the event that the Government of the United States of America agrees to the terms of this arrangement, my Government will consider this note and the note that Your Excellency sends me, expressing the consent of your Government and acknowledging payment of the amounts specified in paragraphs I and II above, as constituting an Agreement between the United Mexican States and the United States of America for the definitive settlement, payment, and discharge of the claim known by the name of "Pious Fund of the Californias," the Agreement to be in effect from the date of Your Excellency's note in reply.

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

ANTONIO CARRILLO F.

His Excellency

FULTON FREEMAN,

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

*The American Ambassador to the Mexican Secretary of Foreign Relations*

No. 184

MEXICO CITY, August 1, 1967

EXCELLENCY:

I have the honor to refer to Your Excellency's note No. 506277 of August 1, 1967, communicating, in accordance with the understanding reached during discussions between representatives of the Government of the United States and Your Excellency's Government, the offer of Your Excellency's Government to settle the claim of the "Fondo Piadoso de las Californias" which was the subject of an award rendered on October 14, 1902, in the Permanent Court of Arbitration at The Hague by a tribunal established in accordance

with an agreement of May 22, 1902, between the Governments of the United States and Mexico.

Your Excellency's Government offers to pay to the Government of the United States a lump sum of 719,546 United States dollars, equivalent to 8,987,129.54 Mexican pesos, in full and final settlement of the claim. Such amount takes into consideration all unpaid annuities to date based upon the US dollar exchange rate of the Mexican peso in effect upon the due date of each annuity and the present capital value of the annual amount payable in perpetuity based upon a 6% rate of interest and a conversion rate of 12.49 Mexican pesos to 1 United States dollar. Payment is conditioned upon the Government of the United States and the Archbishop of San Francisco and the Bishop of Monterey and their successors and assigns releasing the Government of the United Mexican States of any and all claims which they ever had, now have, or may have for or by reason of any cause, matter or thing whatsoever arising out of the decision rendered on October 14, 1902, by a Panel of the Permanent Court of Arbitration at The Hague based upon the claim of the so-called "Fondo Piadoso de las Californias."

The Government of the United States accepts the above-mentioned proposal of the Government of the United Mexican States and hereby acknowledges the receipt of payment of the sum of 719,546 United States dollars in full and final settlement of all claims which the Government of the United States and the Archbishop of San Francisco and the Bishop of Monterey and their successors and assigns now have or either may have for or by reason of any cause, matter or thing whatsoever arising out of the decision rendered on October 14, 1902, by a Panel of the Permanent Court of Arbitration at The Hague based upon the claim of the so-called "Fondo Piadoso de las Californias" and considers this note and Your Excellency's note as an agreement between the Governments of the United States and the United Mexican States for the settlement, payment and release of the claim known by the name of "Fondo Piadoso de las Californias," such agreement to be effective from the date of this note.

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

FULTON FREEMAN

His Excellency

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

## MULTILATERAL

### **Amendments to the Constitution of the United Nations Food and Agriculture Organization, as Amended**

*Adopted at the Fourteenth Session of the Food and Agriculture  
Organization, Rome, November 4-23, 1967.*

AMENDMENTS TO THE FAO CONSTITUTION [1]  
ADOPTED BY THE FOURTEENTH SESSION OF THE CONFERENCE

OF THE ORGANIZATION

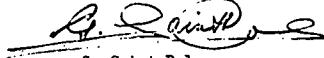
(Rome, 4-23 November 1967)

(Words between square brackets to be deleted  
and words underlined to be added)

ARTICLE V	ARTICLE V	ARTICULO V
Council of the Organization	Conseil de l'Organisation	Consejo de la Organización
<p>1. A Council of the Organization consisting of <u>thirty-one</u>/<u>thirty-four</u> Member Nations shall be selected by the Conference. Each Member Nation on the Council shall have one representative and shall have only one vote. Each Member of the Council may appoint <u>an alternate/</u> <u>alternates</u>, associates and advisers to its representative. The Council may determine the conditions for the participation of alternates, associates and advisers in its proceedings, but any such participation shall be without the right to vote, except in the case of an alternate, associate or adviser participating in the place of a representative. No representative may represent more than one Member of the Council. The tenure and other conditions of office of the Members of the Council shall be subject to rules made by the Conference.</p>	<p>1. La Conférence élit le Conseil de l'Organisation. Le Conseil se compose de <u>trente et un</u>/<u>trente-quatre</u> Etats Membres qui y déléguent chacun un représentant et ne disposent chacun que d'une voix. Chaque membre du Conseil peut en outre faire accompagner son représentant <u>d'un suppléant/ de suppléants</u> d'adjoints et de conseillers. Le Conseil fixe les conditions dans lesquelles les suppléants, adjoints et conseillers participent aux débats; toutefois cette participation ne comporte pas le droit de vote, sauf dans le cas où un suppléant, un adjoint ou un conseiller remplace le représentant. Aucun représentant ne peut représenter plus d'un Membre du Conseil. Les règles relatives à la durée et aux autres conditions d'exercice du mandat des Membres du Conseil sont fixées par la Conférence.</p>	<p>1. La Conferencia elige el Consejo de la Organización integrado por <u>treinta y un</u>/<u>treinta y cuatro</u> Estados Miembros. Cada Estado Miembro que forme parte del Consejo tendrá un representante y un solo voto, pudiendo nombrar <u>un suplente/suplentes</u>, <u>y</u> adjuntos y asesores de aquél. El Consejo podrá determinar las condiciones en que habrán de participar los suplentes, adjuntos y asesores en sus debates, pero tal participación no supondrá el derecho a voto, salvo cuando el suplante, adjunto o asesor participen en lugar del representante. Ninguno de éstos podrá representar a más de un Miembro del Consejo. La duración y otras condiciones del mandato de dichos Miembros estarán sujetas a las normas que establezca la Conferencia.</p>

Amendments adopted by the Conference on 15 and 21 November 1967 respectively, by Resolutions 12/67 and 13/67.

Certified true copy  
Rome, 16 January 1968

  
 G. Saint-Pol  
 Legal Counsel

<sup>1</sup> TIAS 4803; 12 UST 980. For amendments adopted at the 1961, 1963, and 1965 Conferences, see TIAS 5229, 5506, and 5987; 13 UST 2616; 14 UST 2203; 17 UST 457.

# PAKISTAN

## Agricultural Commodities

*Agreement signed at Islamabad December 26, 1967;  
Entered into force December 26, 1967.*

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

The Government of the United States of America and the Government of Pakistan, as a second supplement to the Agreement for Sales of Agricultural Commodities between the two Governments signed on May 11, 1967 [¹] (hereinafter referred to as the May agreement), have agreed to the sales of commodities specified below. This second supplementary agreement shall consist of the Preamble, Parts I and III, and the Local Currency Annex of the May Agreement, together with the Convertible Local Currency Credit Annex of the August 3, 1967 Agreement [²] and the following Part II:

#### 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)
A. Convertible Local Currency Credit			
Wheat/Wheat Flour	1968	127,000	\$ 7.9
Ocean transportation (estimated)			.8
		Subtotal:	\$ 8.7
B. Local Currency Terms			
Wheat/Wheat Flour	1968	373,000	\$23.1
Soybean and/or cottonseed oil	1968	20,000	4.2
Nonfat Dry Milk	1968	3,000	1.4
Tobacco	1968	900	2.7
		Subtotal:	\$31.4
		Total:	\$40.1

<sup>1</sup> TIAS 6258; *ante*, p. 512.

<sup>2</sup> TIAS 6320; *ante*, p. 1757.

**ITEM II. Payment Terms****A. Convertible Local Currency Credit**

1. Initial Payment - None
2. Number of Installment Payments - 31
3. Amount of each installment payment - approximately equal annual amounts
4. Due Date of First Installment Payment - 10 years after the date of last delivery of commodities in each calendar year
5. Initial Interest Rate - 1 percent
6. Continuing Interest Rate - 2½ per cent

**B. Local Currency Terms**

1. Initial Payment in Dollars - None
2. Proportions of Local Currency Indicated for Specified Purposes
  - a. United States expenditures - 8 percent, of which not more than \$900,000 shall be sold under Section 104(j) of the Act,<sup>[1]</sup> but the total available for United States expenditures shall not be less than the amount convertible under 3 below plus the amount sold under Section 104(j);
  - b. Section 104(e) - 9 per cent;
  - c. Section 104(f) loans - 53 percent;
  - d. Section 104(f) grants - 25 percent, subject to reduction as may be necessary to provide the local currencies required for United States expenditures under (a) above. These funds are for financing Rural Works projects in Pakistan, but not less than 20 percent of the total local currencies accruing to the Government of the exporting country from sales of commodities under this agreement shall be used for the self-help measures described in Item V below, including those measures described in Item V of Part II of the May 11, 1967 and the August 3, 1967 (supplemental) agreements. If no agreement is reached on the use of the local currency available for Section 104(f) grants within three years from the date of this Agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act any of this local currency on which such agreement has not been reached.
  - e. Section 104(h) - 5 percent on a grant basis.
3. Convertibility
  - a. Section 104(b)(1) - \$628,000
  - b. Section 104(b)(2) - \$241,000
  - c. \$900,000 less the amount sold under Section 104(j)

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<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704(j).

III. Usual Marketing Table

<u>Commodity</u>	<u>Import Period</u>	<u>Usual Marketing Requirement</u>
	(United States Fiscal Year)	(Metric Tons)
Wheat/Wheat Flour	1968	200,000
Edible Vegetable Oils	1968	17,500 (of which at least 500 metric tons shall be imported from the United States of America).

ITEM IV. Export LimitationsA. Export Limitation Period

With respect to each commodity financed under this agreement, the Export Limitation Period for the same or like commodity shall be for United States Fiscal Year 1968 or any subsequent United States Fiscal Year during which the said commodity financed under this agreement is being imported or utilized, whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as, or like, the commodities imported under this agreement are:

Food grains: including wheat and rice (except for superior grades known as Basmati, Permal and Begmi) and products thereof.

Oilseeds and edible vegetable oils: including soybean, cottonseed, rapeseed, mustardseed, sesame and products thereof.

ITEM V. Self-Help Measures

The May 11, 1967 and August 3, 1967 Agreements contain descriptions of programs related to the production of food. The Government of Pakistan continues to accord high priority to the execution of these programs; and will in addition reevaluate plant protection policies and systems of pesticide application in light of the need for more effective protection of crops against insects and insect-carried diseases, and for expansion of acreage under protective treatment.

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

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

ITEM VII. Other Provisions

In addition to any local currency authorized for sale under Section 104(j) of the Act, the Government of the exporting country may utilize any local currency in the importing country to pay for travel which is part of a trip in which the traveler travels from, to

or through the importing country. These funds (but not the sales under Section 104(j) are intended to cover only travel by persons who are traveling on official business for the Government of the exporting country or in connection with activities financed by the Government of the exporting country. The travel for which Pakistan rupees may be utilized shall not be limited to services provided by the transportation facilities of the importing country.

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

DONE at Islamabad, in duplicate, this 26th day of December, 1967.

GOVERNMENT OF PAKISTAN

[SEAL]

By: I A KHAN

GOVERNMENT OF THE UNITED  
STATES OF AMERICA

[SEAL]

By: B.H. OEHLMERT Jr.

## MULTILATERAL

### Single Convention on Narcotic Drugs, 1961: Addition of Codoxime to Schedule I

*Notification by the United Nations dated December 7, 1967;  
Entered into force with respect to the United States of America  
December 7, 1967.*

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REF. No:  
(à rappeler dans la reponse)

NAR/CL.11/1967  
G.XVIII 8/2/4 (24357)  
G.XVIII 14/2/12 (28593)

The Secretary-General of the United Nations presents his compliments to The Secretary of State of the United States of America and with reference to his note dated 5 May 1967 (NAR/CL.6/1967) [¹] has the honour to state that the Commission on Narcotic Drugs has decided that the substance dihydrocodeinone-6-carboxymethyloxime (the international non-proprietary name of which is codoxime) should be added to Schedule I of the Single Convention on Narcotic Drugs, 1961. [²]

The decision of the Commission was taken pursuant to the recommendations of the World Health Organization under Article 3 of the 1961 Convention and in accordance with the procedure adopted by the Commission at its twentieth session (Official Records of the Economic and Social Council, Fortieth session, Supplement No. 2, document E/4140, Resolution I (XX))

The attention of governments is drawn to Article 3, paragraph 7, of the 1961 Convention by which such decision "shall become effective with respect to each Party on the date of its receipt of such communication, and the Parties shall thereupon take such action as may be required under this Convention"

7 December 1967

<sup>1</sup> Not printed.

<sup>2</sup> TIAS 6298, *ante*, p. 1407.

VIET-NAM  
**Agricultural Commodities**

*Agreement signed at Saigon October 24, 1967;  
Entered into force October 24, 1967.*

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**SUPPLEMENTARY AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES**

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

**PART II - PARTICULAR PROVISIONS**

**ITEM I. Commodity Table:**

<u>Commodity</u>	<u>Supply Period</u>	<u>Approximate Maximum Quantity</u>	<u>Maximum Export Market Value</u>
Corn	United States, Calendar Years 1967 and 1968	60,000 metric tons	\$3,600,000
Non-Fat Dry Milk	United States, Calendar Years 1967 and 1968	1,860 metric tons	\$1,000,000
		Total	\$4,600,000

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<sup>1</sup> TIAS 6271, 6319; *ante*, pp. 1219, 1755.

**ITEM II. Payment Terms:****Local Currency Terms:****A. Proportions of Local Currency Indicated for Specified Purposes:**

1. United States expenditures – 20 percent.
2. Section 104(c) – 80 percent on a grant basis to the Government of the importing country to be used as mutually agreed by the two Governments. If agreement is not reached on the use of this local currency within three years from the date of this agreement, the Government of the exporting country may make available for any purpose authorized by Section 104 of the Act [1] any of the local currency with respect to which such agreement is not reached.
3. Convertibility: Section 104(b)(1) – \$92,000.
4. Exchange rate: Under the current Vietnamese exchange system, the amount of piastres to be deposited against dollar disbursements by the Government of the United States of America shall be computed at the official rate of 80 piastres per United States dollar plus an economic consolidation surtax of 38 piastres per dollar, resulting in an effective rate of 118 piastres per dollar.

**ITEM III. Usual Marketing Table: None.****ITEM IV. Export Limitations:**

- A. With respect to each commodity financed under this agreement, the export limitation period for the same or a like commodity shall be the period including United States calendar years 1967 and 1968 and extending through any subsequent United States calendar year, if any, during which such commodity financed under this agreement is being imported or utilized.
- B. For the purposes of Part I, Article III A(3), of the agreement, the commodities considered to be the same as, or like, corn financed under this agreement are:  
Feed grains, including corn or products thereof.
- C. Permissible Export(s): None.

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<sup>1</sup> 80 Stat. 1531; 7 U.S.C. § 1704.

**ITEM V. Self-Help Measures:**

The Government of the Republic of Viet-Nam agrees to:

- A. Pursue aggressively a policy of rapidly increasing pork production.
- B. Establish a selling price for imported corn which will encourage its expanded use as a feed grain for pork production.
- C. Develop a distribution system for imported corn which will ensure that it is plentifully available to hog producers in major market areas at or near the established selling price.
- D. Employ storage facilities and procedures which will minimize losses of stored corn.
- E. Maintain a free market for hogs and pork by removing unnecessary administrative impediments.

**ITEM VI. Other Provisions:**

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

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

DONE at Saigon, in duplicate, this 24th day of October, 1967.

FOR THE GOVERNMENT OF  
THE UNITED STATES OF  
AMERICA

ELLSWORTH BUNKER

FOR THE GOVERNMENT OF  
THE REPUBLIC OF  
VIET-NAM

TRAN VAN Do

[SEAL]

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